As filed with the Securities and Exchange Commission on November 5, 2003

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM S-3
REGISTRATION STATEMENT
UNDER

THE SECURITIES ACT OF 1933

VISHAY INTERTECHNOLOGY, INC.
(Exact name of registrant as specified in its charter)

Delaware	38-1686453
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

63 Lincoln Highway
Malvern, Pennsylvania 19355-2120
(610) 644-1300
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Richard N. Grubb
Vishay Intertechnology, Inc.
63 Lincoln Highway
Malvern, Pennsylvania 19355-2120
(610) 644-1300
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Copy to:
Abbe L. Dienstag, Esq.
Kramer Levin Naftalis & Frankel LLP
919 Third Avenue
New York, New York 10022
(212) 715-9100

Approximate Date of Commencement of Proposed Sale to the Public: From time to time after the effective date of this Registration Statement.

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be Registered	Offering Price Per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
3 5/8% Convertible Subordinated Notes Due 2023	$500,000,000(2)	100%	$500,000,000(2)	$40,450
Common Stock, par value $0.10 per share	23,496,250(3)	-- (4)	-- (4)	-- (4)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) of the Securities Act of 1933, as amended (the "Securities Act"), and exclusive of any accrued interest.

(2) Represents the aggregate outstanding principal amount of 3 5/8% Convertible

Subordinated Notes Due 2023 (the "Notes").

(3) Represents the number of shares of our common stock that are initially issuable upon conversion of the Notes at a rate of 46.9925 shares of common stock per $1,000 principal amount at maturity of the Notes, and an initial conversion price of $21.28 per share of common stock. Pursuant to Rule 416 of the Securities Act, this registration statement also covers such additional shares that may be issued as a result of a change in the amount of securities being offered or issued to prevent dilution resulting from stock splits, stock dividends or similar transactions.

(4) Pursuant to Rule 457(i) under the Securities Act, there is no filing fee with respect to shares of common stock issuable upon conversion of the Notes because no additional consideration will be received in connection with the exercise of the conversion privilege.

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

Preliminary Prospectus, Subject to Completion, dated November 4, 2003

(Vishay logo)

$500,000,000 Principal Amount of
3 5/8% Convertible Subordinated Notes Due 2023
and
Shares of Common Stock Issuable Upon Conversion of the Notes

We originally issued $500 million aggregate principal amount of our 3 5/8% Convertible Subordinated Notes due 2023 in a private placement in August 2003. This prospectus will be used by selling securityholders to resell their notes and the common stock issuable upon conversion of the notes.

Holders may convert the notes into our common stock prior to stated maturity if: (1) the sale price of our common stock reaches specified thresholds; (2) the trading price of the notes falls below specified thresholds; (3) the notes have been called for redemption; (4) rating assigned to the notes by either one of two rating agencies is lowered by two or more rating levels, the credit rating assigned to the notes is suspended or withdrawn, or neither rating agency is rating the notes; or (5) specified corporate transactions occur.

The initial conversion rate is 46.9925 shares of our common stock per $1,000 principal amount, which is equivalent to a conversion price of $21.28 per share of common stock. The conversion rate is subject to adjustment upon the occurrence of specified events. Upon conversion, we will have the right to deliver, in lieu of shares of our common stock, cash or a combination of cash and shares of our common stock.

We may not redeem the notes before August 1, 2010. On or after that date, we may redeem all or part of the notes for cash at a price equal to 100% of the principal amount of the notes to be redeemed plus any accrued and unpaid interest.

Holders may require us to purchase all or a portion of their notes on August 1, 2008, August 1, 2010, August 1, 2013 and August 1, 2018. Holders may also require us to purchase all or a portion of their notes, subject to specified exceptions, upon the occurrence of a fundamental change specified in this prospectus.

The notes will rank junior in right of payment to all of our existing and future senior indebtedness.

Since their initial issuance, the notes have been eligible for trading on the PORTAL Market of the New York Stock Exchange. However, notes sold by means of this prospectus are not expected to remain eligible for trading on the PORTAL Market. We do not intend to list the notes for trading on any other automated interdealer quotation system or any securities exchange.

Our shares of common stock trade on the New York Stock Exchange under the symbol "VSH". On November 3, 2003, the last sale price of the shares as reported on the New York Stock Exchange was $19.01 per share.

Investing in our securities involves risks that are described in the "Risk Factors" section beginning on page 7 of this prospectus.

The selling securityholders will receive all of the net proceeds from the sale of the securities and will pay all underwriting discounts and selling commissions. We are responsible for the payment of other expenses incident to the registration of the securities.

Neither the Securities and Exchange Commission, any state securities commission nor any other regulatory body 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.

The date of this prospectus is November , 2003.

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

Important Notice about the Information Presented in this Prospectus

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

You should assume that the information appearing in this prospectus is accurate as of the date on the front cover of this prospectus only. The business, financial condition, results of operations and prospects of Vishay may have changed since that date.

TABLE OF CONTENTS

PROSPECTUS SUMMARY

You should read this entire prospectus, including the information set forth under "Risk Factors" and the information incorporated by reference in this prospectus. As used in this prospectus, "Vishay," "company," "we," "us" and "our" refer to Vishay Intertechnology, Inc. and its consolidated subsidiaries, unless otherwise specified.

Vishay Intertechnology, Inc.

Vishay Intertechnology, Inc. is a leading international manufacturer and supplier of passive and active electronic components. Passive components include resistors, capacitors, transducers and inductors. Our offering of active components includes discrete semiconductors, diodes, rectifiers, infrared data communications devices and power and analog switching circuits. Passive electronic components and discrete active electronic components, together with integrated circuits, are the primary elements of almost every electronic circuit. We offer our customers "one-stop" access to one of the most comprehensive electronic component lines of any manufacturer in the United States, Europe and Asia. Our components are used in virtually all types of electronic products, including those in the industrial, automotive, consumer electronics, telecommunications, electronics manufacturing services, computer and military/aerospace markets. We had total net sales of $1.82 billion in 2002 and total net sales of $1.6 billion for the nine months ended September 30, 2003.

In the past two years, we have taken advantage of the downturn in the electronics industry and the strength of our balance sheet to acquire businesses at prices that we believe would not have been available in other economic environments. In December 2002, we acquired BCcomponents Holdings, a leading manufacturer of passive components in Europe, India and the People's Republic of China, with a broad portfolio of products. Also in 2002, our Measurements Group acquired five manufacturers of transducers and related products that are used in the measurement of stresses, loads, forces and pressure. In November 2001, we acquired General Semiconductor, Inc., a manufacturer of rectifiers, power management devices and other discrete semiconductor components. These acquisitions have broadened our product lines, cushioned the effects of the current downturn and, we believe, helped position our company for growth.

Our long-term objective is to expand our position as a low-cost producer of a comprehensive line of electronic components. We are led by our founder, Dr. Felix Zandman, and senior executives who collectively have over 150 years of service to Vishay. This management team is focused on continued implementation of our growth strategy, through which we intend to:

- expand within the electronic components industry, primarily through the acquisition of other manufacturers of electronic components that have established positions in major markets, reputations for product quality and reliability, and product lines with which we have substantial marketing and technical expertise;
- achieve a leading position in the market for each of our major product lines;
- reduce selling, general and administrative expenses through the integration or elimination of redundant sales offices and administrative functions at acquired companies;
- achieve significant production cost savings through the transfer to and expansion of manufacturing operations in regions such as Israel, Mexico, Portugal, the Czech Republic, Malaysia, the Republic of China (Taiwan) and the People's Republic of China, which offer lower labor costs and tax and other government-sponsored incentives;

- maintain significant production facilities in those regions where we market our products to service our customers;

- consistently develop, introduce and market new and innovative products; and

- strengthen our relationships with customers.

We were incorporated in Delaware in 1962 and maintain our principal executive offices at 63 Lincoln Highway, Malvern, Pennsylvania 19355-2143. Our telephone number is (610) 644-1300.

We have two classes of stock: common stock that has one vote per share and Class B common stock that has 10 votes per share. Only the common stock is publicly traded. The Class B common stock is privately held. All references in this prospectus to common stock are to our publicly traded common stock and not to the Class B common stock.

The Offering

The following summary contains basic information about the notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the notes, please refer to the section of this prospectus entitled "Description of Notes." For purposes of the description of the notes included in this prospectus, references to "the company," "issuer," "us," "Vishay," "we" and "our" refer only to Vishay Intertechnology, Inc. and do not include our subsidiaries.

Securities Offered	$500,000,000 aggregate principal amount of 3 5/8% Convertible Subordinated Notes due 2023.
Maturity	August 1, 2023, unless earlier redeemed, repurchased or converted.
Interest	3 5/8% per year on the principal amount, payable semiannually in arrears on each February 1 and August 1, beginning on February 1, 2004.
Conversion Rights	The notes are convertible at the option of the holder, prior to the close of business on the maturity date, under any of the following circumstances: (i) during any calendar quarter after the quarter ending September 30, 2003, if the last reported sale price of our common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price per share of our common stock; (ii) during the five-business-day period following any ten consecutive trading days in which the average of the trading prices for the notes was less than 98% of the average last reported sale price of our common stock multiplied by the conversion rate; (iii) if we have called the notes for redemption; (iv) during any period that the credit rating assigned to the notes by either Moody's Investors Service, Inc. or Standard & Poor's Rating Group is

reduced by two or more ratings levels from the rating initially assigned by such rating agency to the notes, if the credit rating assigned to the notes is suspended or withdrawn by both such rating agencies or if neither rating agency is rating the notes; or

(v) upon the occurrence of specified corporate transactions described under "Description of Notes-Conversion Rights-Conversion Upon Specified Corporate Transactions."

For each $1,000 original principal amount of notes surrendered for conversion, holders will receive 46.9925 shares of our common stock. This represents an initial conversion price of $21.28 per share of common stock. As described in this prospectus, the conversion rate may be adjusted for certain reasons, but it will not be adjusted for accrued and unpaid interest. Except as otherwise described in this prospectus, holders will not receive any payment representing accrued and unpaid interest upon conversion of a note; however, we will continue to pay additional amounts, if any, on the notes and the common stock issued upon conversion thereof to the holder in accordance with the registration rights agreement.

Upon conversion, we will have the right to deliver, in lieu of shares of our common stock, cash or a combination of cash and shares of our common stock. See "Description of Notes--Conversion Rights."

Optional Redemption	On or after August 1, 2010, upon at least 30 days' notice, we may redeem for cash all or a portion of the notes at any time for a price equal to 100% of the principal amount of the notes to be redeemed, plus any accrued and unpaid interest, including additional amounts owed, if any, to but excluding the redemption date. See "Description of Notes--Optional Redemption."
Purchase of Notes by us at the Option of the Holder	Holders of the notes will have the right to require us to purchase all or a portion of their notes on August 1, 2008, August 1, 2010, August 1, 2013 and August 1, 2018, each of which we refer to as a purchase date. In each case, we will pay a purchase price equal to 100% of the principal amount of notes to be purchased, plus any accrued and unpaid interest, to but excluding the purchase date. We may elect to pay the purchase price in cash, shares of common stock or any combination of cash and common stock. See "Description of Notes-Purchase of Notes by Us at the Option of the Holders."
Repurchase at the Option of Holders Upon a Fundamental Change	If we undergo a Fundamental Change (as defined under "Description of Notes-Fundamental Change Permits Holders to Require Us to Purchase Notes") prior to maturity, holders will have the right, at their option, to require us to purchase all of their notes or any portion of the principal amount thereof that is equal to $1,000 or an integral multiple of $1,000. We will pay the following purchase prices expressed as a percentage of the principal amount of the notes plus accrued and unpaid interest and additional amounts, if any, to but excluding the purchase date:

Period	Purchase Price
Beginning on August 6, 2003 and ending on July 31, 2008.....	105.0%
August 1, 2008 and thereafter.....	100.0%

See "Description of Notes--Fundamental Change Permits Holders to Require Us to Purchase Notes."

We may choose to pay the purchase price in cash, shares of our common stock or a combination of cash and shares of the common stock. If we elect to pay all or a portion of the purchase price in shares of common stock, the shares of common stock will be valued at 98% of the market price (as defined herein) of the common stock.

Subordination

The notes are junior in right of payment to all of our existing and future senior indebtedness. As of September 30, 2003, we had $336 million of indebtedness outstanding other than the notes, $105 million of which was senior to the notes. As of September 30, 2003, our subsidiaries had approximately $1,381 million of liabilities outstanding which would effectively rank senior to the notes. The indenture under which the notes are issued does not limit our ability and the ability of our subsidiaries to incur additional indebtedness. See "Description of Notes-Subordination of Notes."

Events of Default

The following are events of default under the indenture for the notes:

- we fail to pay principal of any note when due;
- we fail to pay interest, including additional amounts, if any, on any note when due and that default continues for 30 days or more;
- we fail to comply with or observe any other covenant or warranty in the indenture or in the notes and that failure continues for 60 days or more after written notice as provided in the indenture;
- we fail to convert notes into shares of common stock upon exercise of a holder's conversion right and that default continues for 10 days or more;
- we or any of our material subsidiaries fail to pay when due, either at its final stated maturity or upon acceleration thereof, any indebtedness (other than indebtedness which is non-recourse to us or any subsidiary) for money borrowed equal to $25 million or more and such failure is not cured, or the acceleration is not rescinded or annulled, within 30 days after written notice as provided in the indenture; and

	o certain events of bankruptcy, insolvency or reorganization involving us or our material subsidiaries. See "Description of Notes--Events of Default and Remedies."
Registration Rights	We have entered into a registration rights agreement with the initial purchasers of the notes in which we agreed to file the shelf registration statement of which this prospectus is a part with the SEC.
Book-Entry Form	The notes have been issued in book-entry form and are represented by one or more permanent global certificates deposited with, or on behalf of, The Depository Trust Company and registered in the name of a nominee of DTC. Beneficial interests in any of the notes are shown on, and transfers of the notes may be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated securities, except under limited circumstances.
Use of Proceeds	We will not receive any proceeds from the sale of the notes or the shares of common stock offered by this prospectus.
Trading	Since their initial issuances the notes have been eligible for trading in the PORTAL Market. However, notes sold by means of this prospectus are not expected to remain eligible for trading on the PORTAL Market. We do not intend to apply for a listing of the notes on any securities exchange or any automated dealer quotation system, and we cannot assure you about the liquidity of or the development of any trading market for the notes. Our common stock is listed on the New York Stock Exchange under the symbol "VSH."

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratio of earnings to fixed charges for the six months ended June 30, 2003 and for each of the preceding five fiscal years. In calculating these ratios, earnings include pre-tax income before adjustment for minority interest in consolidated subsidiaries plus fixed charges and exclude equity in net income of our affiliates. Fixed charges include gross interest expense, amortization of deferred financing expenses and an amount equivalent to interest included in rental charges. We have assumed that one-third of rental expense is representative of the interest factor.

	Six Months Ended	Year Ended December 31				
	June 30, 2003	2002(1)	2001	2000	1999	1998
Ratio of earnings to fixed charges....	1.71	--	1.39	21.35	3.16	1.72

(1) Earnings were insufficient to cover fixed charges by $61,674,000.

FORWARD LOOKING INFORMATION

Some of the statements in this prospectus and in documents incorporated by reference constitute forward-looking statements. These forward-looking statements reflect our current views with respect to future events or our financial performance, and involve certain known and unknown risks, uncertainties and other factors, including those identified below, which may cause our or our industry's actual or future results, levels of activity, performance or achievements to differ materially from those expressed or implied by any forward-looking statements or from historical results. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "could," "would," "should," "believe," "expect," "plan," "anticipate," "intend," "estimate," "predict," "potential" and other expressions which indicate future events and trends. We have no duty to update or revise any forward-looking statements after the date of this prospectus or to conform them to actual results, new information, future events or otherwise.

The following factors, among others, could cause our or our industry's future results to differ materially from historical results or those anticipated:

- overall economic and business conditions;
- competitive factors in the industries in which we conduct our business;
- changes in governmental regulation;
- the demand for our goods and services;
- the fact that our customers may cancel orders they have placed with us, in whole or in part, without advance notice;
- changes in tax requirements, including tax rate changes, new tax laws and revised tax law interpretations;
- changes in generally accepted accounting principles or interpretations of those principles by governmental agencies and self-regulatory groups;
- developments in and results of litigation;
- interest rate fluctuations, foreign currency rate fluctuations and other capital market conditions;
- economic and political conditions in international markets, including governmental changes and restrictions on the ability to transfer capital across borders;
- changes in the cost of raw materials used in our business;
- the timing, impact and other uncertainties of acquisitions that we may consider or consummate; and
- our ability to achieve anticipated synergies and other cost savings in connection with such acquisitions.

These factors and the risk factors described in this document are all of the important factors of which we are aware that could cause actual results, performance or achievements to differ materially from those expressed in any of our forward-looking statements. We operate in a continually changing business environment, and new risk factors emerge from time to time. Other unknown or unpredictable factors also could have material adverse effects on our future results, performance or achievements. We cannot assure you that projected results or events will be achieved or will occur.

RISK FACTORS

You should carefully consider the following information with the other information contained or incorporated by reference in this prospectus.

Risk factors related to our business generally

Our business is cyclical and the current decline in demand in the electronic component industry may continue and may become more pronounced.

We and others in the electronic and semiconductor component industry have experienced in the past two years a decline in product demand on a global basis, resulting in order cancellations and deferrals, lower average selling prices, and a material and adverse impact on our results of operations. This decline has been primarily attributable to a slowing of growth in the personal computer and cellular telephone product markets. If the decrease in the demand for our products continues or becomes more pronounced, or overall supply increases because we or our competitors expand production capacity, our average sales prices could decline further, causing a reduction in our gross margins and operating profits. In addition, the combination of a decline in demand, together with recessionary trends in the global economy makes it difficult for us to predict our future sales, which also makes it more difficult to manage our operations.

We have incurred and may continue to incur restructuring costs.

To remain competitive, particularly when business conditions are difficult, we attempt to reduce our cost structure through restructuring activities. This includes acquisition-related restructuring, where we attempt to streamline the operations of companies we acquire and achieve synergies between our acquisitions and our existing business. It also includes restructuring our existing businesses, where we seek to eliminate redundant facilities and staff positions and move operations, where possible, to jurisdictions with lower labor costs. In 2002, we recorded restructuring costs of approximately $48 million related to acquisitions and $31 million related to our existing businesses. We have incurred $19 million of additional restructuring expenses in the first nine months of 2003 and expect to continue to incur such expenses for the remainder of 2003.

In the past we have grown through acquisitions but this may not continue.

Our long-term historical growth in revenues and net earnings has resulted in large part from our strategy of expansion through acquisitions. We cannot assure you, however, that we will identify or successfully complete transactions with suitable acquisition candidates in the future. We also cannot assure you that acquisitions that we complete in the future will be successful. If an acquired business fails to operate as anticipated or cannot be successfully integrated with our other businesses, our results of operations, enterprise value, market value and prospects could all be materially and adversely affected.

Our debt levels have recently increased, which could adversely affect the perception in the financial markets of our financial condition.

Our outstanding debt increased from approximately $141 million at the end of 2000 to approximately $836 million at September 30, 2003. This increase reflects the issuance of the notes, net of debt repaid with the proceeds of this issuance. It also reflects our acquisition activity, particularly the acquisition of General Semiconductor, Inc. in November 2001, in which we assumed approximately $170 million in convertible notes issued by General Semiconductor and $85 million in bank debt, and the acquisition of BCcomponents in December 2002, in which we issued or assumed indebtedness of approximately $275 million. The increase in indebtedness was offset somewhat by the repayment of outstanding debt with cash from operations. The marketplace could react negatively to our current debt levels which in turn could affect our share price and also make it more difficult for us to obtain financing in the future. Our higher debt level was one of the factors cited by Moody's Investor Services, Inc. when it announced in April 2003 that it had lowered our debt ratings. On July 31, 2003, Moody's announced that it had upwardly revised its ratings of our debt based on its belief that the restructuring of our credit facility and the issuance of the notes alleviates short term liquidity concerns. On October 31, 2003, Moody's announced that it had downgraded our ratings, citing what it termed the continuing weakness in our business, particularly our passives business, and the possibility of further special charges, particularly in connection with our tantalum purchase commitments.

In June 2004, holders of our Liquid Yield Option(TM) Notes (LYONs) will have the right to "put" these notes to us at an aggregate price of approximately $235 million, giving effect to our repurchase of a portion of the LYONs with proceeds from our sale of the notes. We believe that, if necessary, we will have adequate cash resources to finance the purchase of any LYONs that are put to us. Also, we may elect to pay all or part of the purchase price for the LYONs that are put to us in shares of our common stock. Nevertheless, our obligation to purchase the LYONs in June 2004 could be a cause of concern in the financial markets and was another factor cited by Moody's when it downgraded our debt.

To remain successful, we must continue to innovate.

Our future operating results are dependent on our ability to continually develop, introduce and market new and innovative products, to modify existing products, to respond to technological change and to customize certain products to meet customer requirements. There are numerous risks inherent in this process, including the risks that we will be unable to anticipate the direction of technological change or that we will be unable to develop and market new products and applications in a timely fashion to satisfy customer demands. If this occurs, we could lose customers and experience adverse effects on our financial condition and results of operations.

Future acquisitions could require us to issue additional indebtedness or equity.

If we were to undertake a substantial acquisition for cash, the acquisition would likely need to be financed in part through bank borrowings or the issuance of public or private debt. This acquisition financing would likely decrease our ratio of earnings to fixed charges and adversely affect other leverage criteria. Under our existing credit facility, we are required to obtain the lenders' consent for certain additional debt financing and to comply with other covenants including the application of specific financial ratios. We are also restricted from paying cash dividends on our capital stock. We cannot assure you that the necessary acquisition financing would be available to us on acceptable terms when required. If we were to undertake an acquisition for equity, the acquisition may have a dilutive effect on the interests of the holders of our common stock.

(TM)Trademark of Merrill Lynch & Co., Inc.

Our results are sensitive to raw material availability, quality and cost.

General: Many of our products require the use of raw materials that are produced in only a limited number of regions around the world or are available from only a limited number of suppliers. Our results of operations may be materially and adversely affected if we have difficulty obtaining these raw materials, the quality of available raw materials deteriorates or there are significant price increases for these raw materials. For example, the prices for tantalum and palladium, two raw materials that we use in our capacitors, are subject to fluctuation. For periods in which the prices of these raw materials are rising, we may be unable to pass on the increased cost to our customers which would result in decreased margins for the products in which they are used. For periods in which the prices are declining, we may be required to write down our inventory carrying cost of these raw materials, since we record our inventory at the lower of cost or market. Depending on the extent of the difference between market price and our carrying cost, this write-down could have a material adverse effect on our net earnings. As discussed below, we have recorded substantial write-downs of tantalum and palladium in the current economic downturn.

From time to time there have been short-term market shortages of raw materials. While these shortages have not historically adversely affected our ability to increase production of products containing tantalum and palladium, they have historically resulted in higher raw material costs for us. We cannot assure you that any of these market shortages in the future would not adversely affect our ability to increase production, particularly during periods of growing demand for our products.

Tantalum: We are a major consumer of the world's annual production of tantalum. Tantalum, a metal purchased in powder or wire form, is the principal material used in the manufacture of tantalum capacitors. There are currently three major suppliers that process tantalum ore into capacitor grade tantalum powder. Due to the strong demand for our tantalum capacitors and difficulty in obtaining sufficient quantities of tantalum powder from our suppliers, we stockpiled tantalum ore in 2000 and early 2001. During 2001, we experienced a significant decrease in sales due to declining orders and the deferral or cancellation of existing orders. Our tantalum capacitor business was particularly impacted by the slowdown in sales. Prices for tantalum ore and powder decreased during this period. As a result, we recorded write-downs of $52,000,000 on tantalum during 2001.

In June 2002, we agreed with Cabot Corporation to amend our two tantalum supply agreements for the supply by Cabot to us of tantalum powder and wire. Pursuant to the amendments, we and Cabot agreed to reduce volumes, and starting in 2003, prices of tantalum products under the agreements and to extend the term of one of the agreements by one year. We also agreed to purchase tantalum products at regular intervals over the term of the agreements. These amendments require us to purchase tantalum products in excess of our current usage requirements.

In the fourth quarter of 2002 we took charges of approximately $106 million against our contractual commitments to purchase tantalum powder and wire from Cabot through 2006 and wrote-down approximately $25.7 million of our existing inventory of tantalum ore, powder and wire to present market value. In the third quarter of 2003, we took additional charges of approximately $11.4 million against our contractual commitments to purchase tantalum powder and wire from Cabot, and wrote-down inventory on hand by approximately $4.2 million to present market value. We did this because the current market prices of tantalum are substantially below the prices at which we are committed to purchase tantalum under our long-term contracts with Cabot and the prices at which we were carrying our tantalum raw materials inventory. If market prices for tantalum were to decline further, we could be required to record additional write-downs on our tantalum purchase commitments and inventory.

Palladium: Palladium, a metal used to produce multi-layered ceramic capacitors, is currently found primarily in South Africa and Russia. Palladium is a commodity product subject to price volatility.

The price of palladium has fluctuated in the range of approximately $179 to $1,090 per troy ounce during the last three years. As of September 30, 2003, the price of palladium was approximately $213 per troy ounce. During 2001 and 2002, we recorded write-downs on our palladium inventories of $18 million and $1.7 million respectively.

Our backlog is subject to customer cancellation.

As of September 30, 2003, our backlog was $434 million. Many of the orders that comprise our backlog may be canceled by our customers without penalty. Our customers may on occasion double and triple order components from multiple sources to ensure timely delivery when backlog is particularly long. They often cancel orders when business is weak and inventories are excessive, a phenomenon that we have experienced in the current economic slowdown. Therefore, we cannot be certain the amount of our backlog does not exceed the level of orders that will ultimately be delivered. Our results of operations could be adversely impacted if customers cancel a material portion of orders in our backlog.

We face intense competition in our business, and we market our products to an increasingly concentrated group of customers.

Our business is highly competitive worldwide, with low transportation costs and few import barriers. We compete principally on the basis of product quality and reliability, availability, customer service, technological innovation, timely delivery and price. The electronics components industry has become increasingly concentrated and globalized in recent years and our major competitors, some of which are larger than us, have significant financial resources and technological capabilities.

Our customers have become increasingly concentrated in recent years, and as a result, their buying power has increased and they have had greater ability to negotiate favorable pricing. This trend has adversely affected our average selling prices, particularly for commodity components.

We may not have adequate facilities to satisfy future increases in demand for our products.

Our business is cyclical and in periods of a rising economy, we may experience intense demand for our products. During such periods, we may have difficulty expanding our manufacturing to satisfy demand. Factors which could limit such expansion include delays in procurement of manufacturing equipment, shortages of skilled personnel and capacity constraints at our facilities. If we are unable to meet our customers' requirements and our competitors sufficiently expand production, we could lose customers and/or market share. This loss could have an adverse effect on our financial condition and results of operations.

Future changes in our environmental liability and compliance obligations may harm our ability to operate or increase costs.

Our manufacturing operations, products and/or product packaging are subject to environmental laws and regulations governing air emissions, wastewater discharges, the handling, disposal and remediation of hazardous substances, wastes and certain chemicals used or generated in our manufacturing processes, employee health and safety labeling or other notifications with respect to the content or other aspects of our processes, products or packaging, restrictions on the use of certain materials in or on design aspects of our products or product packaging and responsibility for disposal of products or product packaging. We establish reserves for specifically identified potential environmental liabilities which we believe are adequate. Nevertheless, we often unavoidably inherit certain pre-existing environmental liabilities, generally based on successor liability doctrines. Although we have never been involved in any environmental matter that has had a material adverse impact on our overall operations, there can be no assurance that in connection with any past or future acquisition we will not be obligated to

address environmental matters that could have a material adverse impact on our operations. In addition, more stringent environmental regulations may be enacted in the future, and we cannot presently determine the modifications, if any, in our operations that any such future regulations might require, or the cost of compliance with these regulations. In order to resolve liabilities at various sites, we have entered into various administrative orders and consent decrees, some of which may be, under certain conditions, reopened or subject to renegotiations.

Our products may experience a reduction in product classification levels under various military specifications.

We have qualified certain of our products under various military specifications, approved and monitored by the United States Defense Electronic Supply Center, and under certain European military specifications. These products are assigned certain classification levels. In order to maintain the classification level of a product, we must continuously perform tests on the product and the results of these tests must be reported to governmental agencies. If any of our products fails to meet the requirements of the applicable classification level, that product's classification may be reduced to a lower level. A decrease in the classification level for any of our products with a military application could have an adverse impact on the net sales and earnings attributable to that product.

Risk factors relating to Vishay's operations outside the United States

We obtain substantial benefits by operating in Israel, but these benefits may not continue.

We have increased our operations in Israel over the past several years. The low tax rates in Israel applicable to earnings of our operations in that country, compared to the rates in the United States, have had the effect of increasing our net earnings, although this was not the case in 2002. Also, we have benefited from employment incentive grants made by the Israeli government. Recently, the Israeli government suspended payment on one of these grants after we were forced to lay off a significant number of employees as a result of the current economic downturn. Although we reached agreement with the Israeli government to resume payment on this grant, there can be no assurance that we will maintain our eligibility for this or other existing project grants. There can also be no assurance in the future the Israeli government will continue to offer new grant and tax incentive programs applicable to us or that, if it does, such programs will provide the same level of benefits we have historically received or that we will continue to be eligible to take advantage of them. Any significant increase in the Israeli tax rates or reduction or elimination of the Israeli grant programs that have benefited us could have an adverse impact on our results of operations.

We attempt to improve profitability by operating in countries in which labor costs are low, but the shift of operations to these regions may entail considerable expense.

Our strategy is aimed at achieving significant production cost savings through the transfer and expansion of manufacturing operations to and in countries with lower production costs, such as Israel, Mexico, Portugal, the Czech Republic, Malaysia, the Republic of China (Taiwan) and the People's Republic of China. In this process, we may experience under-utilization of certain plants and factories in high labor cost regions and capacity constraints in plants and factories located in low labor cost regions. This under-utilization may result initially in production inefficiencies and higher costs. These costs include those associated with compensation in connection with work force reductions and plant closings in the higher labor cost regions, and start-up expenses, manufacturing and construction delays, and increased depreciation costs in connection with the initiation or expansion of production in lower labor cost regions.

As we implement transfers of certain of our operations we may experience strikes or other types of labor unrest as a result of lay-offs or termination of our employees in high labor cost countries.

We are subject to the risks of political, economic and military instability in countries outside the United States in which we operate.

We have operations outside the United States, and approximately 69% of our revenues during 2002 were derived from sales to customers outside the United States. Some of the countries in which we operate have in the past experienced and may continue to experience political, economic and military instability or unrest. These conditions could have an adverse impact on our ability to operate in these regions and, depending on the extent and severity of these conditions, could materially and adversely affect our overall financial condition and operating results. In particular, current tensions in the Middle East could adversely affect our business operations in Israel and elsewhere.

Our business may have been affected by the recent outbreak of SARS and the effects of that outbreak may linger.

The recent outbreak of severe acute respiratory syndrome, or SARS, that began in the People's Republic of China adversely affected our business during the first six months of 2003, particularly in Asia where we derived approximately 38% of our revenue in 2002. This impact included disruptions in the operations of our customers, a slowdown in customer orders and reduced sales in certain end markets. We cannot predict if the adverse effects of the SARS outbreak will continue and, if so, the time period during which these effects will continue to be felt.

Risk factors relating to Vishay's capital structure

The holders of our Class B common stock have effective voting control of Vishay.

The holders of our Class B common stock have effective voting control of Vishay. We have two classes of common stock: common stock and Class B common stock. The holders of our common stock are entitled to one vote for each share held, while the holders of our Class B common stock are entitled to 10 votes for each share held. Currently, the principal holder of our Class B common stock, our chairman and chief executive officer, controls approximately 49.1% of our outstanding voting power. As a result, this holder of Class B common stock can effectively cause the election of directors and approve other actions as a stockholder by obtaining votes from a relatively small number of other stockholders of Vishay. For example, at our most recent annual meeting of stockholders, a proposal to stagger our company's board of directors was approved despite a vote against this proposal by a majority of voting stockholders other than holders of the Class B common stock.

The existence of our Class B common stock may deprive other stockholders of a premium value for their shares in a takeover.

The effective control that holders of our Class B common stock have over our company may make us less attractive as a target for a takeover proposal. It may also make it more difficult or discourage a merger proposal or proxy contest for the removal of the incumbent directors, even if such actions were favored by a substantial majority of our stockholders other than the holders of our Class B common stock. Accordingly, this may deprive the holders of our common stock of an opportunity they might otherwise have to sell their shares at a premium over the prevailing market price in connection with a merger or acquisition of Vishay with or by another company.

We have a staggered board of directors which could make a takeover of Vishay difficult.

At our most recent annual meeting of stockholders, our stockholders approved a proposal to stagger our board of directors. A staggered board of directors might discourage, delay or prevent a change in control of our company by a third party and could discourage proxy contests and make it more difficult for our stockholders to elect directors and take other corporate actions. Also, as a consequence of our staggered board, directors may not be removed without cause, even though a majority of stockholders may wish to do so.

Risk factors relating to the notes

Because the notes are subordinated to our senior debt and effectively subordinated to the debt and other liabilities of our subsidiaries, you may not receive full payment on your notes.

The notes are junior in right of payment to all of our debt, other than any future debt that expressly provides that it ranks pari passu with, or is subordinated in right of payment to, the notes. As a result, upon any distribution to our creditors in a bankruptcy, liquidation, reorganization or similar proceeding, the holders of our senior debt will be entitled to be paid in full before any payment will be made on the notes.

In addition, all payments on the notes may be blocked in the event of a payment default until cured, or for up to 179 days in the event of certain non-payment defaults of senior indebtedness.

In the event of a bankruptcy, liquidation or reorganization or similar proceeding relating to us, holders of the notes will participate in our assets with trade creditors and all other holders of our debt. However, because the indenture for the notes requires that amounts otherwise payable to holders of the notes in a bankruptcy or similar proceeding to be paid to holders of senior debt instead, holders of the notes may receive less ratably than holders of our other debt in any such proceeding. In any of these cases, holders of the notes may not be paid in full.

As of September 30, 2003, we had $336 million of debt outstanding other than the notes, $105 million of which is senior in right of payment to the notes.

The notes are also effectively subordinated in right of payment to all debt and other liabilities of all of our subsidiaries.

We derive substantially all our revenues from, and hold substantially all our assets through, our subsidiaries. As a result, we will depend on distributions and advances from our subsidiaries in order to meet our payment obligations under the notes and our other obligations. In general, these subsidiaries are separate and distinct legal entities and will have no obligations to pay any amounts due on our debt securities, including the notes, or to provide us with funds for our payment obligations, whether by dividends, distributions, loans or otherwise. Our right to receive any assets of any subsidiary in the event of a bankruptcy or liquidation of the subsidiary, and therefore the right of our creditors to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors. In addition, even if we were a creditor of any subsidiary, our rights as a creditor would be subordinated to any indebtedness of that subsidiary senior to that held by us, including secured indebtedness to the extent of the assets securing such indebtedness. As of September 30, 2003, our subsidiaries had approximately $1,381 million of liabilities outstanding which would effectively rank senior to the notes.

The indenture under which the notes are issued does not limit our ability or the ability of our subsidiaries to incur additional indebtedness. See "Description of Notes--Subordination."

We expect that the trading value of the notes will be significantly affected by the price of our common stock and other factors and our stock price may be volatile and could decline substantially.

The market price of the notes is expected to be significantly affected by the market price of our common stock. This may result in greater volatility in the trading value of the notes than would be expected for nonconvertible debt securities we issue. From the beginning of 2002 to September 30, 2003, the reported high and low sales prices for our common stock ranged from a low of $6.70 per share to a high of $26.15 per share. The market price of our common stock will likely continue to fluctuate in response to factors including those listed elsewhere in this "Risk Factors" section, under the caption "Forward Looking Information" and the following, many of which are beyond our control:

- quarterly fluctuations in our operating and financial results;
- changes in financial estimates and recommendations by financial analysts;
- fluctuations in the stock price and operating results of our competitors;
- our credit rating with major credit rating agencies;
- the prevailing interest rates being paid by other companies similar to us;
- other financing activity in which we may engage;
- our financial condition, financial performance and future prospects; and
- the overall condition of the financial markets.

The stock markets in general, including the New York Stock Exchange, have experienced substantial price and trading fluctuations. These fluctuations have resulted in volatility in the market prices of securities that often has been unrelated or disproportionate to changes in operating performance. These broad market fluctuations may adversely affect the market prices of our notes and our common stock.

In addition, the existence of the notes may encourage short selling in our common stock by market participants which could depress the price of our common stock.

We may be unable to repay or repurchase the notes.

At maturity, the entire outstanding principal amount of the notes will become due and payable by us. In addition, holders of the notes will have the right to require us to repurchase all or a portion of their notes on August 1, 2008, August 1, 2010, August 1, 2013 and August 1, 2018 or if a "Fundamental Change," as defined in the indenture, occurs. If a purchase date or a Fundamental Change occurs at a time when we are prohibited from purchasing or redeeming notes under our revolving bank credit facility we could seek the consent of our lenders to redeem the notes or attempt to refinance the notes or, if permitted to do so at the time, pay the purchase or redemption price in shares of our common stock. We cannot assure you that we will have sufficient funds or will be able to obtain any required consents or arrange for additional financing to pay the principal amount at maturity or repurchase price when due. Our failure to repay the notes at maturity or to repurchase any tendered notes would constitute an event of default under the indenture. Any such default, in turn, may cause a default under the terms of our other debt. In such event, holders of the notes would be subordinate in right of payment to holders of all of our senior debt.

The notes are not protected by restrictive covenants.

The indenture governing the notes does not contain any financial or operating covenants or restrictions on the payments of dividends, the incurrence of indebtedness or the issuance or repurchase of securities by us or any of our subsidiaries. The indenture contains no covenants or other provisions to afford protection to holders of the notes in the event of a fundamental change involving us, except to the extent described under "Description of Notes--Fundamental Change Permits Holders to Require Us to Purchase Notes."

Shares eligible for public sale after this offering could adversely affect our stock price and in turn the market price of the notes.

The future sale of a substantial number of our shares of common stock in the public market, or the perception that such sales could occur, could significantly reduce our stock price which, in turn, could adversely affect the market price of the notes. It could also make it more difficult for us to raise funds through equity offerings in the future.

We cannot assure you that a trading market will exist for the notes.

Although a market in the notes is currently being made by certain financial institutions, this market making activity may be discontinued at any time without notice. Consequently, we cannot ensure that the market for the notes will be maintained. If an active market for the notes is not sustained, the trading price of the notes could be materially and adversely affected and could trade at prices that may be lower than the initial offering price of the notes.

The conditional conversion feature of the notes could result in you receiving less than the value of the common stock into which a note is convertible.

The notes are convertible into shares of our common stock only if specified conditions are met. If the specific conditions for conversion are not met, you will not be able to convert your notes, and you may not be able to receive the value of the common stock into which the notes would otherwise be convertible.

The market price for the notes may be affected by their ratings.

The notes have been assigned a rating by each of Moody's Investor Services, Inc. and Standard & Poor's Rating Group. If the ratings assigned to the notes were reduced or withdrawn in the future, the market price of the notes and our common stock could be adversely affected. Also, a negative change in the rating of other debt that we issue could adversely affect the trading value of the notes.

RECENT DEVELOPMENTS

Results for the Nine Months Ended September 30, 2003

On October 29, 2003, we announced our unaudited financial results for the quarter ended September 30, 2003. Sales for the quarter totaled $533.2 million, an increase of 13.1% over sales of $471.4 million for the quarter ended September 30, 2002. Gross profit was $102.5 million, a decrease of 4.4% over gross profit of $107.2 million for the quarter ended September 30, 2002. Operating income was $4.2 million, a decrease of 84.1% over operating income of $26.4 million for the quarter ended September 30, 2002. Income tax expense was $5.2 million for the quarter ended September 30, 2003 as compared to $5.5 million for the quarter ended September 30, 2002. Net earnings were $6.8 million, or $0.04 per share, a decrease of 48.1% over net earnings of $13.1 million, or $0.08 per share, for the quarter

ended September 30, 2002. Our book-to-bill ratio for the quarter ended September 30, 2003 was 1.03, reflecting a book-to-bill ratio for the active business of 1.09 and a book-to-bill ratio for the passive business of 0.97. Our backlog was $434 million at September 30, 2003.

On October 31, 2003, Moody's Investors Service announced that it had downgraded the senior implied rating of our company to B1 from Ba3, citing what it termed the continuing weakness in our business, particularly our passives business, and the possibility of further special charges, particularly in connection with our tantalum purchase commitments. It also said that the outlook for all ratings was negative.

USE OF PROCEEDS

We will not receive any cash proceeds from the sale of the notes or the shares of common stock offered by this prospectus.

DESCRIPTION OF NOTES

The notes were issued under an indenture dated as of August 6, 2003, between us and Wachovia Bank, National Association, as trustee. Copies of the indenture and the registration rights agreement entered into with the initial purchasers of the notes are filed as exhibits to the registration statement of which this prospectus forms a part and may be obtained in the manner indicated under "Where You Can Find More Information." The following is a summary of certain provisions of the indenture and the registration rights agreement and does not purport to be complete. Reference should be made to all provisions of the indenture and the registration rights agreement, including the definitions of certain terms contained therein. As used in this section, the terms "Vishay," the "company," "we," "us" and "our" refer to Vishay Intertechnology, Inc., but not any of our subsidiaries, unless the context requires otherwise.

General

The notes are our general unsecured obligations. Our payment obligations under the notes are subordinated in right of payment to all of our existing and future senior indebtedness and are effectively subordinated to all existing and future liabilities of our subsidiaries. See "--Subordination of Notes." The indenture under which the notes are issued does not limit us or our subsidiaries from incurring additional indebtedness.

The notes will mature on August 1, 2023, and are limited to an aggregate principal amount of $500 million.

Holders of notes have the option, subject to fulfillment of certain conditions and during the periods described below, to convert their notes into shares of our common stock initially at a conversion price of $21.28 per share of common stock, subject to adjustments as described below. This is equivalent to a conversion rate of approximately 46.9925 shares of common stock per $1,000 principal amount of notes. Upon conversion of a note, holders will receive only shares of our common stock and a cash payment to account for fractional shares. In lieu of delivering common stock upon conversion of all or any portion of the notes, we may elect to pay holders surrendering notes for conversion cash or any combination of cash and common stock as described herein. See "Description of the Notes--Conversion Rights."

The notes accrue interest at a rate of 3 5/8% per annum from August 6, 2003, or from the most recent interest payment date to which interest has been paid or duly provided for, and any accrued and unpaid interest and additional amounts, if any, will be payable semi-annually in arrears on February 1 and August 1 of each year, beginning February 1, 2004. Interest will be paid to the person in whose name a note is registered at the close of business on the January 15 or July 15 (any of which we refer to as a "record date") immediately preceding the relevant interest payment date. However, in the case of a note redeemed by us at our option or repurchased upon the occurrence of a Fundamental Change, as described below, during the period from the applicable record date to, but excluding, the next succeeding interest payment date, accrued interest will be payable to the holder of the note redeemed or repurchased, and we will not be required to pay interest on such interest payment date in respect of any such note (or portion

thereof). Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months and, in the case of an incomplete month, the actual number of days elapsed. Interest payments for the notes will include accrued interest from and including the date of issue or from and including the last date in respect of which interest has been paid, as the case may be, to, but excluding the related interest payment date or date of maturity, as the case may be.

We are not subject to any financial covenants under the indenture. In addition, we are not restricted under the indenture from paying dividends, incurring debt, securing our debt or issuing or repurchasing our securities.

Holders of notes are not afforded protection in the event of a highly leveraged transaction, or a change of control of us under the indenture, except to the extent described below under the caption "--Fundamental Change Permits Holders to Require Us to Purchase Notes."

Principal, interest and additional amounts, if any, on the notes will be payable in same-day funds by transfer to an account maintained by the payee at the office or agency maintained for such purpose. Until otherwise designated by us, the office or agency maintained for such purpose will be the principal corporate trust office of the trustee.

If any interest payment date, maturity date, purchase date or Fundamental Change repurchase date falls on a day that is not a business day, the required payment of principal, interest and additional amounts, if any, will be made on the next succeeding business day as if made on the date that the payment was due, and no interest will accrue on that payment for the period from and after the interest payment date, maturity date, purchase date or Fundamental Change repurchase date, as the case may be, to the date of payment on the next succeeding business day. The term "business day" means, with respect to any note, any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or required by law, regulation or executive order to close.

The notes have been issued in book-entry form and are represented by permanent global certificates deposited with, or on behalf of, The Depository Trust Company and registered in the name of a nominee of DTC. Beneficial interests in any of the notes are shown on, and transfers of the notes may be effected only through, records maintained by DTC or its nominee and any such interest may not be exchanged for certificated securities, except under limited circumstances. For so long as the notes are held in book-entry form, references in this section to holders of the notes, unless the context otherwise requires, refers to beneficial owners of interests in the global notes acting through DTC and its participants in accordance with the practices and procedures of DTC and those participants. See "--Book Entry; Global Notes."

Ranking

The notes are junior in right of payment to all of our existing and future senior indebtedness. As of September 30, 2003, we had $336 million of indebtedness outstanding other than the notes, $105 million of which were senior to the notes. The notes are also effectively subordinated in right of payment to all debt and other liabilities of our subsidiaries. As of September 30, 2003, our subsidiaries had approximately $1,381 million of liabilities outstanding which effectively rank senior to the notes. The indenture does not limit the amount of additional indebtedness that we can create, incur, assume or guarantee, or limit the amount of assets that we can use to secure our other indebtedness, nor does the indenture limit the amount of indebtedness and other liabilities that any subsidiary can create, incur, assume or guarantee.

Conversion Rights

Subject to the conditions and during the periods described below, prior to the close of business on the maturity date of the notes (subject to prior redemption or repayment), holders may convert all or some of their notes into shares of our common stock initially at a conversion price of $21.28 per share of common stock. This is equivalent to a conversion rate of approximately 46.9925 shares of common stock per $1,000 principal amount of notes. The conversion rate and the equivalent conversion price in effect at any given time are subject to adjustment as described below. A note for which a holder has delivered a purchase notice or a notice requiring us to redeem such note upon a Fundamental Change may be surrendered for conversion only if such notice is withdrawn in accordance with the indenture.

Upon conversion, we may choose to deliver, in lieu of shares of our common stock, cash or a combination of cash and shares of our common stock, as described below.

Except as described below under "--Conversion Price Adjustments," no adjustment will be made on conversion of any notes for any interest or additional amounts accrued on the notes or for dividends on any common stock issued. If notes are converted after a record date for the payment of interest and prior to the next succeeding interest payment date, such notes must be accompanied by funds equal to the interest and additional amounts, if any, payable on such succeeding interest payment date on the principal amount so converted; provided, however, no such funds need be paid if (1) a payment default has occurred and is continuing or (2) we have specified a redemption date that is after a record date and prior to the next interest payment date. (Holders will not receive any cash payments representing accrued interest upon conversion except with respect to notes converted on an interest payment date.) Delivery of shares of common stock into which a note is convertible, together with any cash payment in lieu of any fractional shares, will satisfy our obligation to pay the principal amount of such note and the accrued but unpaid cash interest through the conversion date. Thus, the accrued but unpaid interest through the conversion date will be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding conversion of any notes, the holders of the notes and any common stock issuable upon conversion thereof will continue to be entitled to receive additional amounts in accordance with the registration rights agreement. See "--Registration Rights." For a discussion of the tax treatment to you of receiving our common stock upon conversion. See "Certain United States Federal Income Tax Considerations."

We are not required to issue fractional shares of common stock upon conversion of notes and, in lieu of such fractional shares, we will pay a cash adjustment based upon the average last reported sale price (as defined below) of the common stock during the five trading days immediately preceding the date of conversion.

In the event any holder exercises its right to require us to purchase any notes on any purchase date, such holder's conversion right with respect to such notes will terminate on the close of business on the relevant purchase date, unless we default on the payment due upon purchase of such notes or the holder elects to withdraw the submission of election to have such notes purchased. See "--Purchase of Notes by Us at the Option of the Holders." In the event any holder exercises its right to require us to repurchase any notes upon a Fundamental Change, such holder's conversion right with respect to such notes will terminate on the close of business on the Fundamental Change purchase date, unless we default on the payment due upon repurchase or the holder elects to withdraw the submission of election to repurchase. See "--Fundamental Change Permits Holders to Require Us to Purchase Notes."

The right of conversion attaching to any note may be exercised by the holder, if the conditions to conversion are met, by delivering the note at the specified office of a conversion agent, accompanied by a duly signed and completed notice of conversion, together with any funds that may be required. Such

notice of conversion can be obtained from the trustee. Beneficial owners of interests in a global note may exercise their right of conversion by delivering to DTC the appropriate instruction form for conversion pursuant to DTC's conversion program. The conversion date will be the date on which the note, the duly signed and completed notice of conversion, and any funds that may be required as described above shall have been so delivered. The note will be deemed to have been converted immediately prior to the close of business on the conversion date. A holder delivering a note for conversion will not be required to pay any taxes or duties payable in respect of the issue or delivery of common stock on conversion, but will be required to pay any tax or duty which may be payable in respect of any transfer involved in the issue or delivery of the common stock in a name other than the holder of the note. Certificates representing shares of common stock will not be issued or delivered unless all taxes and duties, if any, payable by the holder have been paid.

In lieu of delivering shares of common stock upon conversion of all or any portion of the notes, we may elect to pay holders surrendering notes for conversion an amount in cash for each $1,000 principal amount of notes equal to the average of the last reported sale prices (as defined below) for the five consecutive trading days (i) immediately following the date of our notice of our election to deliver cash, as described below, if we have not given notice of redemption, or (ii) ending on the third trading day prior to the conversion date, in the case of a conversion following our notice of redemption specifying that we intend to deliver cash upon conversion, in either case multiplied by the conversion rate in effect on the conversion date.

We will inform holders through the trustee no later than two business days following the conversion date of our election to deliver shares of common stock or to pay cash in lieu of delivery of shares of common stock, unless we have already informed holders of our election in connection with our optional redemption of the notes as described below under "--Optional Redemption." If we elect to deliver all of such payment in shares of common stock, the shares of common stock will be delivered through the trustee no later than the fifth business day following the conversion date. If we elect to pay all or a portion of such payment in cash, the payment, including any delivery of shares of common stock, will be made to holders surrendering notes no later than the tenth business day following the conversion date. If an event of default, as described below under "--Events of Default" (other than a default in a cash payment upon conversion of the notes) has occurred and is continuing or during any period when we are prohibited from making payments on the notes pursuant to the subordination provisions of the notes as described below under "--Subordination of Notes," we may not pay cash upon conversion of any notes (other than cash in lieu of fractional shares).

Our ability to pay holders cash in lieu of shares of common stock upon a conversion of the notes is prohibited under our existing credit facility and may be prohibited or limited in the future by the terms of our borrowing agreements in effect from time to time.

Conversion upon satisfaction of sale price condition

A holder may surrender any of its notes for conversion into shares of our common stock in any calendar quarter after the quarter ending September 30, 2003 if the last reported sale price of our common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than 130% of the conversion price per share of our common stock on such last trading day.

The "last reported sale price" of our common stock on any date means the closing sale price per share (or if no closing sale price is reported, the average of the bid and asked prices or, if more than one in either case, the average of the average bid and the average asked prices) on that date as reported in composite transactions for the principal U.S. securities exchange on which our common stock is traded or,

if our common stock is not listed on a U.S. national or regional securities exchange, as reported by the Nasdaq National Market. If our common stock is not listed for trading on a U.S. national or regional securities exchange and not reported by the Nasdaq National Market on the relevant date, the "last reported sale price" will be the last quoted bid price for our common stock in the over-the-counter market on the relevant date as reported by the National Quotation Bureau or similar organization. If our common stock is not so quoted, the "last reported sale price" will be the average of the mid-point of the last bid and asked prices for our common stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by us for this purpose.

Conversion based on trading price of the notes

A holder also may surrender any of its notes for conversion into shares of our common stock during the five-business-day period following any ten consecutive trading days in which the average of the trading prices for the notes was less than 98% of the average of the last reported sale prices of our common stock during such period multiplied by the conversion rate.

The "trading price" of the notes on any date of determination means the average of the secondary market bid quotations per $1,000 principal amount of notes obtained by the trustee for $10,000,000 principal amount of the notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers we select, provided that if at least three such bids cannot be obtained, but two such bids are obtained by the trustee, then the average of the two bids shall be used. If the trustee cannot reasonably obtain at least two bids for $10,000,000 principal amount of the notes from a nationally recognized securities dealer on any date, or in our reasonable judgment, the bid quotations are not indicative of the secondary market value of the notes on such date, then the trading price of the notes on such date will be deemed to be equal to 97.9% of (i) the conversion rate of the notes on the date of determination multiplied by (ii) the last reported sale price of our common stock on such date.

The trustee will determine the trading price after being requested to do so by us. We will have no obligation to make that request unless a holder of notes provides us with reasonable evidence that the trading price of the notes may be less than 98% of the average last reported sale prices of our common stock multiplied by the applicable conversion rate for the applicable period. If a holder provides such evidence, we will instruct the trustee to determine the trading price of the notes for the applicable period.

Conversion upon credit rating event

A holder may surrender its notes for conversion into shares of our common stock any time during any period in which the respective ratings assigned to the notes by either Moody's Investor Services, Inc. or Standard & Poor's Rating Group is reduced by two or more ratings levels from the rating initially assigned by such rating agency to the notes, if the credit rating assigned to the notes is suspended or withdrawn by both such rating agencies or if the notes are no longer rated by at least one of these rating agencies.

Conversion upon notice of redemption

If we call any or all of the notes for redemption, holders may convert notes into our common stock at any time prior to the close of business on the second business day prior to the redemption date, even if the notes are not otherwise convertible at such time. Upon conversion after a redemption call, we may, at our option, in lieu of delivering shares of common stock to the holder, elect to pay an amount in cash as described herein. We will give notice of our election to pay cash in lieu of common stock in the notice of redemption.

Conversion upon specified corporate transactions

If we elect to:

- distribute to all holders of our common stock certain rights entitling them to purchase, for a period expiring within 60 days after the date of the distribution, shares of our common stock at less than the last reported sale price of a share of our common stock on the trading day immediately preceding the declaration date of the distribution; or

- distribute to all holders of our common stock assets, debt securities or certain rights to purchase our securities, which distribution has a per share value as determined by our board of directors exceeding 15% of the last reported sale price of a share of our common stock on the trading day immediately preceding the declaration date of the distribution,

we must notify the holders of the notes at least 20 business days prior to the ex-dividend date for such distribution. Once we have given such notice, holders may surrender their notes for conversion at any time until the earlier of the close of business on the business day immediately prior to the ex-dividend date and our announcement that such distribution will not take place, even if the notes are not otherwise convertible at such time. The ex-dividend date is the first date upon which a sale of the common stock does not automatically transfer the right to receive the relevant distribution from the seller of the common stock to its buyer.

In addition, if we engage in certain reclassifications of our common stock or are a party to a consolidation, merger, binding share exchange or transfer of all or substantially all of our assets pursuant to which our common stock is converted into cash, securities or other property, a holder may surrender notes for conversion at any time from and after the date which is 15 days prior to the anticipated effective date of the transaction until 15 days after the actual effective date of such transaction, and, at the effective time of the transaction, the right to convert a note into our common stock will be changed into a right to convert a note into the kind and amount of cash, securities or other property which the holder would have received if the holder had converted its notes immediately prior to the effective date of for such transaction. If the transaction also constitutes a Fundamental Change as defined below, a holder can require us to purchase all or a portion of its notes as described under "--Fundamental Change Permits Holders to Require Us to Purchase Notes."

Conversion price adjustments

The conversion price is subject to adjustment (under formulae set forth in the indenture) in certain circumstances, including:

(i) the issuance of our common stock as a dividend or distribution on our common stock;

(ii) certain subdivisions and combinations of our common stock;

(iii) the issuance to all holders of our common stock of certain rights or warrants to purchase, for a period expiring within 60 days after the date of issuance, our common stock at a price per share less than the current market price (as defined in the indenture);

(iv) the distribution to all holders of our common stock of shares of our capital stock (other than common stock), cash, evidences of our indebtedness or other assets (including securities, but excluding those rights, warrants, dividends and distributions referred to above); and

(v) the purchase of our common stock pursuant to a tender offer or exchange offer made by us or any of our subsidiaries, to the extent that the cash and value of any other consideration included in the payment per share of common stock exceeds the last reported sale price of common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer.

The fair market value of other consideration payable under clause (v) above will be calculated as of the expiration of the tender offer or exchange offer.

In the case of:

- any reclassification or change of our common stock; or
- consolidation, merger, share exchange or combination involving us or a sale, conveyance or other disposition to another corporation of our property and assets as an entirety or substantially as an entirety,

in each case, as a result of which holders of our common stock will be entitled to receive stock, other securities, other property or assets (including cash) with respect to or in exchange for our common stock, the holders of the notes then outstanding will be entitled thereafter to convert such notes into the kind and amount of shares of stock, other securities, other property or assets, which they would have owned or been entitled to receive upon such reclassification, change, consolidation, merger, share exchange, combination, sale, conveyance or other disposition had such notes been converted into common stock immediately prior to such reclassification, change, consolidation, merger, share exchange, combination, sale, conveyance or other disposition (assuming, in a case in which our stockholders may exercise rights of election, that a holder of notes would not have exercised any rights of election as to the stock, other securities, other property or assets receivable in connection therewith and would have received per share the kind and amount received per share by a plurality of non-electing shares). Certain of the foregoing events may also constitute or result in a Fundamental Change requiring us to offer to repurchase the notes. See "--Fundamental Change Permits Holders to Require us to Purchase Notes." The adjustment will not be made for a consolidation, merger or share exchange or combination that does not result in any reclassification, conversion, exchange or cancellation of our common stock.

Certain adjustments to, or failures to adjust, the conversion price of the notes may cause holders of notes or common stock to be treated for United States federal income tax purposes as having received a taxable distribution under the federal income tax laws. See "Certain U.S. Federal Income Tax Considerations." We may, at our option, make such reductions in the conversion price as our board of directors deems advisable to avoid or diminish any potential income tax liability to the holders of our common stock which may result from the absence of such adjustments.

In addition, we may from time to time (to the extent permitted by law) reduce the conversion price underlying the notes by any amount for any period of at least 20 days, in which case we will give at least 15 days' notice of such decrease, if our board of directors has made a determination that such decrease would be in our interests, which determination will be conclusive.

No adjustment in the conversion price will be required unless such adjustment would require a change of at least 1% of the conversion price then in effect; provided that any adjustment that would otherwise be required to be made will be carried forward and taken into account in any subsequent adjustment. Except as stated above, the conversion price will not be adjusted for the issuance of common stock or any securities convertible into or exchangeable for common stock or carrying the right to purchase any of the foregoing.

Optional Redemption

No sinking fund is provided for the notes. Prior to August 1, 2010, the notes will not be redeemable. On or after August 1, 2010, we may redeem for cash all or a portion of the notes at any time for a price equal to 100% of the principal amount of the notes to be redeemed plus any accrued and unpaid interest, including any additional amounts, to but excluding the redemption date. We will provide not less than 30 nor more than 60 days' notice mailed to each registered holder of the notes to be redeemed. If the redemption notice is given and funds deposited as required, then interest, including any additional amounts, will cease to accrue on and after the redemption date on the notes or portions of such notes called for redemption.

Notes or portions of notes called for redemption will be convertible by the holder until the close of business on the second business day prior to the redemption date. Upon conversion after a redemption call, we may, at our option, in lieu of delivering shares of common stock to the holder, elect to pay an amount in cash for each $1,000 principal amount of notes equal to the average last reported sale price per share of common stock for the five consecutive trading days ending on the third trading day prior to the conversion date multiplied by the then applicable conversion rate. We will give notice of our election to pay cash in lieu of shares of common stock upon a conversion in the notice of redemption.

If we decide to redeem fewer than all of the outstanding notes, the trustee will select the notes to be redeemed in principal amounts of $1,000 or multiples of $1,000 by lot, or on a pro rata basis or by another method the trustee considers fair and appropriate.

If the trustee selects notes for partial redemption and a holder converts a portion of its notes, the converted portion will be deemed to be from the portion selected for redemption.

Purchase of Notes by Us at the Option of the Holders

Holders have the right to require us to purchase all or a portion of their notes on August 1, 2008, August 1, 2010, August 1, 2013 and August 1, 2018 (each, a "purchase date"). We will be required to purchase any outstanding notes for which a holder delivers a written purchase notice to the paying agent. This notice must be delivered during the period beginning at any time from the opening of business on the date that is 20 business days prior to the relevant purchase date until the close of business on the third business day prior to the purchase date. If the purchase notice is given and withdrawn during such period, we will not be obligated to purchase the related notes.

The purchase price payable will be equal to 100% of the principal amount of the notes to be purchased plus any accrued and unpaid interest, including any additional amounts, to, but excluding, the purchase date.

We may, at our option, elect to pay the purchase price in cash, shares of common stock or any combination of cash and common stock.

On or before the 20th business day prior to each purchase date, we will provide to the trustee, the paying agent and all holders of the notes at their addresses shown in the register of the registrar, and to beneficial owners as required by applicable law, a company notice together with a form of purchase notice. Our company notice will state, among other things:

- the purchase price and the then applicable conversion rate;
- the name and address of the paying agent and the conversion agent;

- that notes as to which a purchase notice has been given may be converted only if the purchase notice is withdrawn in accordance with the indenture;

- the procedures that holders must follow to require us to purchase their notes;

- a brief description of the conversion rights of the notes;

- the procedures for withdrawing a purchase notice;

- whether we will pay the purchase price of notes in cash, shares of common stock or any combination of cash and shares of common stock, specifying the percentages of each; and

- if we elect to pay in shares of common stock, that the number of shares of common stock to be issued will be equal to the purchase price divided by the market price of our common stock (as defined in this section below) and the method of calculating the market price.

In connection with providing such notice, we will publish a notice containing this information in a newspaper of general circulation in The City of New York or publish the information on our website or through such other public medium as we may use at that time.

The purchase notice given by each holder electing to require us to purchase notes must be given so as to be received by the paying agent no later than the close of business on the third business day prior to the purchase date and must state:

- the relevant purchase date;

- if certificated notes have been issued, the certificate numbers of the notes to be purchased;

- the portion of the principal amount of notes to be purchased, in integral multiples of $1,000;

- that the notes are to be purchased by us pursuant to the applicable provisions of the notes and the indenture; and

- in the event we elect, pursuant to the notice that we are required to give, to pay the purchase price in shares of common stock, in whole or in part, but the purchase price is ultimately to be paid to the holder entirely in cash because any of the conditions to payment of the purchase price or portion of the purchase price in shares of common stock is not satisfied prior to the close of business on the purchase date, as described below, whether the holder elects:

  (i) to withdraw the purchase notice as to some or all of the notes to which it relates; or

  (ii) to receive cash in such event in respect of the entire purchase price for all notes or potions of notes subject to such purchase notice.

If the holder fails to indicate its choice with respect to the election described in the final bullet point above, the holder will be deemed to have elected to receive cash in respect of the entire purchase price for all notes subject to the purchase notice in these circumstances. For a discussion of the United States federal income tax treatment of a holder receiving cash, shares of common stock or any combination thereof, see "Certain United States Federal Income Tax Considerations."

If the notes are not in certificated form, exercise of the purchase right must comply with appropriate DTC procedures.

Holders may withdraw any purchase notice in whole or in part by a written notice of withdrawal delivered to the paying agent prior to the close of business on the business day prior to the purchase date. The notice of withdrawal must state:

- the principal amount of the withdrawn notes;
- if certificated notes have been issued, the certificate numbers of the withdrawn notes; and
- the principal amount, if any, which remains subject to the purchase notice.

If the notes are not in certificated form, a withdrawal must comply with appropriate DTC procedures.

If we elect to pay the purchase price, in whole or in part, in shares of common stock, the number of shares of common stock to be delivered by us will be equal to the portion of the purchase price to be paid in shares divided by the market price of the common stock. The "market price" of the common stock means the average last reported sale prices of our common stock for the five-day trading period ending on the third trading day prior to the applicable purchase date.

Because the market price of the common stock is determined prior to the applicable purchase date, holders of notes bear the market risk with respect to the value of the shares of common stock to be received from the date such market price is determined to such purchase date.

Our right to purchase notes, in whole or in part, with common stock is subject to various conditions, including:

- our providing timely written notice, as described above, of our election to purchase all or part of the notes with common stock;
- our common stock then being listed on a national securities exchange or quoted on the Nasdaq National Market;
- information necessary to calculate the market price of our common stock then being published in a daily newspaper of national circulation;
- our registration of the common stock under the Securities Act and the Exchange Act, if required; and
- our obtaining any necessary qualification or registration under applicable state securities law or the availability of an exemption from such qualification and registration.

If these conditions are not satisfied with respect to a holder prior to the close of business on the purchase date, we will pay the purchase price of the notes entirely in cash. Except in this circumstance, we may not change the form or components or percentages of components of consideration to be paid for the notes once we have given the notice that we are required to give to holders regarding purchase of the notes.

In connection with any purchase offer, we will:

- comply with the provisions of Rule 13e-4, Rule 14e-1 and any other tender offer rules under the Exchange Act which may then be applicable; and

- file a Schedule TO, if required, or any other required schedule under the Exchange Act.

Holders must either effect book-entry transfer or deliver the notes, together with necessary endorsements, to the office of the paying agent after delivery of the purchase notice to receive payment of the purchase price. Holders will receive payment promptly following the later of the purchase date or the time of book-entry transfer or the delivery of the notes. If the paying agent holds money and/or shares of common stock, as applicable, sufficient to pay the purchase price of the notes on the business day following the purchase date, then:

- the purchased notes will cease to be outstanding and interest and any additional amounts will cease to accrue (whether or not book-entry transfer of the notes is made or whether or not the notes are delivered to the paying agent); and

- all other rights of the holders of the purchased notes will terminate (other than the right to receive the purchase price upon delivery or transfer of the notes).

Our ability to purchase notes with cash may be limited by the terms of our then existing borrowing agreements.

We may not purchase any notes at the option of holders (other than through the issuance of shares of common stock and cash in lieu of fractional shares) if there has occurred and is continuing an event of default with respect to the notes other than a default in the payment of the purchase price with respect to such notes.

Fundamental Change Permits Holders to Require Us to Purchase Notes

If a Fundamental Change (as defined below in this section) occurs at any time, holders will have the right, at their option, to require us to purchase any or all of their notes, or any portion of the principal amount thereof, that is equal to $1,000 or an integral multiple of $1,000. We will pay the following purchase prices expressed as a percentage of the principal amount of such notes plus accrued and unpaid interest and additional amounts, if any, to but excluding the Fundamental Change purchase date:

Period	Purchase Price
Beginning on August 6, 2003 and ending on July 31, 2008	105.0%
August 1, 2008 and thereafter	100.0%

Instead of paying the purchase price in cash, we may elect to pay the purchase price in shares of our common stock, cash or a combination of common stock and cash, at our option. If we elect to pay all or a portion of the purchase price in shares of common stock, the shares of the common stock will be valued at 98% of the market price (as defined above under "--Purchase of Notes by Us at the Option of the Holders") of our common stock. However, we may not pay the purchase price in shares of common stock or a combination of shares of common stock and cash, unless we satisfy certain conditions prior to the repurchase date as provided in the indenture including those described below.

A "Fundamental Change" will be deemed to have occurred at the time after the notes are originally issued that any of the following occurs:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act other than us, our subsidiaries, our or their employee benefit plans or permitted holders (as defined below), files a Schedule 13D or Schedule TO (or any successor to those schedules) disclosing that such person or group has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of 50% or more of the voting power of our common stock and Class B common stock or other capital stock into which our common stock or Class B common stock is reclassified or changed;

(ii) permitted holders file a Schedule 13D or Schedule TO (or any successors to those schedules) stating that they have become beneficial owners of our voting stock representing more than 80%, in the aggregate, of the voting power of our common stock and Class B common stock or other capital stock into which our common stock or Class B common stock is reclassified or changed, with certain exceptions;

(iii) consummation of any share exchange, consolidation or merger of our company pursuant to which our common stock and Class B common stock will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of us and our subsidiaries, taken as a whole, to any person other than one of our subsidiaries; provided that a transaction where the holders of such capital stock immediately prior to such transaction own, directly or indirectly, more than 50% of aggregate voting power of all classes of capital stock of the continuing or surviving corporation or transferee entitled to vote generally in the election of directors immediately after such event will not be a Fundamental Change;

(iv) continuing directors (as defined below) cease to constitute at least a majority of our board of directors;

(v) our stockholders approve any plan or proposal for the liquidation or dissolution of the company; or

(vi) our common stock ceases to be listed on a national securities exchange or quoted on the Nasdaq National Market or another established automated over-the-counter trading market in the United States.

A Fundamental Change will not be deemed to have occurred, however, if either:

(i) the last reported sale price of our common stock for any five trading days within the 10 consecutive trading days ending immediately before the later of the Fundamental Change or the announcement thereof, equals or exceeds 105% of the conversion price of the notes in effect immediately before the later of Fundamental Change or the public announcement thereof; or

(ii) at least 90% of the consideration, excluding cash payments for fractional shares, in the transaction or transactions constituting the Fundamental Change consists of shares of common stock traded on a national securities exchange or quoted on the Nasdaq National Market or which will be so traded or quoted when issued or exchanged in connection with a Fundamental Change (these securities being referred to as "publicly traded securities") and

as a result of this transaction or transactions the notes become convertible into such publicly traded securities, excluding cash payments for fractional shares.

"Permitted holders" means each of Dr. Felix Zandman or his wife, children or lineal descendants, the Estate of Mrs. Luella B. Slaner or her children or lineal descendants, any trust established for the benefit of such persons, or any "person" (as such term is used in Section 13(d) or 14(d) of the Exchange Act), directly or indirectly, controlling, controlled by or under common control with any such person mentioned in this paragraph or any trust established for the benefit of such persons or any charitable trust or non-profit entity established by a permitted holder, or any group in which such permitted holders hold more than a majority of the voting power of our common stock and Class B common stock deemed to be beneficially owned by such group.

"Continuing director" means a director who either was a member of our board of directors on July 31, 2003 or who becomes a director of the company subsequent to that date and whose election, appointment or nomination for election by our stockholders is duly approved by a majority of the continuing directors on our board of directors at the time of such approval, either by a specific vote or by approval of the proxy statement issued by us on behalf of our entire board of directors in which such individual is named as nominee for director.

On or before the 20th day after the occurrence of a Fundamental Change, we will provide to all holders of the notes and the trustee and paying agent a notice of the occurrence of the Fundamental Change together with a form of purchase notice to be used by the holders exercising the purchase right. Our Fundamental Change notice will state, among other things:

- the events causing a Fundamental Change;
- the date of the Fundamental Change;
- whether we will pay the Fundamental Change purchase price in cash, common stock or a combination thereof, specifying the percentages of each;
- the Fundamental Change purchase price;
- the termination date for the exercise of the purchase right;
- the Fundamental Change purchase date;
- the name and address of the paying agent and conversion agent;
- the conversion price and any adjustments to the conversion price;
- that the notes with respect to which a Fundamental Change purchase notice has been given by the holder may be converted only if the holder withdraws the Fundamental Change purchase notice in accordance with the terms of the indenture;
- the procedures that holders must follow to require us to purchase their notes; and
- if we elect to pay in common stock, that the number of shares of common stock to be issued will be equal to the purchase price divided by 98% of the market price of our common stock (as defined above) and the method of calculating the market price.

In connection with providing such notice, we will publish a notice containing this information in a newspaper of general circulation in The City of New York or publish the information on our website or through such other public medium as we may use at that time.

To exercise the purchase right, holders must deliver the notes to be purchased to the paying agent. If the notes are in certificated form, they must be duly endorsed for transfer, together with a written purchase notice and the form entitled "Form of Fundamental Change Purchase Notice" on the reverse side of the notes duly completed. This delivery must be made on or before a date specified as the termination date for exercise of the purchase right that is not later than 35 business days from the date we mail the Fundamental Change Notice, subject to extension to comply with applicable law. The purchase notice must state:

- if the notes are certificated, the certificate numbers of the notes to be delivered for purchase;

- the portion of the principal amount of notes to be purchased, which must be $1,000 or an integral multiple thereof;

- that the notes are to be purchased by us pursuant to the applicable provisions of the notes and the indenture; and

- in the event we elect, pursuant to the notice that we are required to give, to pay the Fundamental Change purchase price in common stock, in whole or in part, but the Fundamental Change purchase price is ultimately to be paid to the holder entirely in cash because any condition to payment of the Fundamental Change purchase price or portion of the Fundamental Change purchase price in common stock is not satisfied prior to the close of business on the Fundamental Change purchase date, as described below, whether the holder elects:

  (1) to withdraw the purchase notice as to some or all of the notes to which it relates; or

  (2) to receive cash in respect of the entire Fundamental Change purchase price for some or all of the notes subject to the purchase notice.

If a holder fails to indicate its choice with respect to the election described in the final bullet point above, it will be deemed to have elected to receive cash in respect of the entire Fundamental Change purchase price for all notes subject to the purchase notice in these circumstances. For a discussion of the United States federal income tax treatment of a holder receiving cash, shares of common stock or any combination thereof, see "Certain United States Federal Income Tax Considerations."

If the notes are not in certificated form, exercise of the purchase right must comply with appropriate DTC procedures.

A holder may withdraw any purchase notice (in whole or in part) by a written notice of withdrawal delivered to the paying agent prior to the close of business on the business day prior to the Fundamental Change purchase date. The notice of withdrawal must state:

- the principal amount of the withdrawn notes;

- if certificated notes have been issued, the certificate numbers of the withdrawn notes; and

- the principal amount, if any, which remains subject to the purchase notice.

If the notes are not in certificated form, a withdrawal must comply with appropriate DTC procedures.

Holders that have exercised the purchase right will receive payment of the Fundamental Change purchase price on a purchase date promptly following the termination date for the exercise of the right. Holders must either effect book-entry transfer or deliver the notes, together with necessary endorsements to receive payment of the purchase price. If the paying agent holds money sufficient to pay the Fundamental Change purchase price of the notes on the purchase date, then:

- the purchased notes will cease to be outstanding and interest and any additional amounts will cease to accrue (whether or not book-entry transfer of the notes is made or whether or not the notes are delivered to the paying agent); and

- all other rights of the holders of the purchased notes will terminate (other than the right to receive the Fundamental Change purchase price and previously accrued and unpaid interest including any additional amounts upon delivery or transfer of the notes).

In connection with any purchase rights resulting from a Fundamental Change, we will comply with all applicable provisions of the tender offer rules under the Exchange Act, as described above.

The purchase rights of the holders could discourage a potential acquirer of our company. The Fundamental Change purchase feature, however, is not the result of management's knowledge of any specific effort to obtain control of our company by any means or part of a plan by management to adopt a series of anti-takeover provisions.

The term Fundamental Change is limited to specified transactions and may not include other events that might adversely affect our financial condition. In addition, the requirement that we offer to purchase the notes upon a Fundamental Change may not protect holders in the event of a highly leveraged transaction, reorganization, merger or similar transaction involving our company.

If we elect to pay the Fundamental Change purchase price, in whole or in part, in shares of our common stock, we will pay cash for all fractional shares.

Because the market price of the common stock is determined prior to the applicable Fundamental Change purchase date, holders will bear the market risk with respect to the value of the common stock to be received from the date the market price is determined to the Fundamental Change purchase dated.

Our right to purchase notes, in whole or in part, with common stock is subject to various conditions, including:

- our providing timely written notice, as described above, of our election to purchase all or part of the notes with common stock;

- our common stock then being listed on a national securities exchange or quoted on the Nasdaq National Market;

- information necessary to calculate the market price of our common stock then being listed is published in a daily newspaper of national circulation;

- our registration of the common stock under the Securities Act and the Exchange Act, if required; and

- our obtaining any necessary qualification or registration under applicable state securities law or the availability of an exemption from such qualification and registration.

If those conditions are not satisfied with respect to a holder prior to the close of business on the Fundamental Change purchase date, we will pay the Fundamental Change purchase price of the notes entirely in cash. Except in this circumstance, we may not change the form or components or percentages of components of consideration to be paid for the notes once we have given the notice that we are required to give to holders of notes.

Upon determination of the actual number of shares of our common stock to be paid upon redemption of the notes, we will publish a notice containing this information in a newspaper of general circulation in The City of New York or publish the information on our website or through such other public medium as we may use at that time.

The definition of Fundamental Change includes a phrase relating to the conveyance, transfer, sale, lease or disposition of "all or substantially all" of our consolidated assets. There is no precise, established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of the notes to require us to purchase its notes as a result of the conveyance, transfer, sale, lease or other disposition of less than all of our assets may be uncertain.

No notes may be purchased at the option of holders (other than through the issuance of shares of common stock and cash in lieu of fractional shares) upon a Fundamental Change if there has occurred and is continuing an event of default other than an event of default that is cured by the payment of the Fundamental Change purchase price of the notes.

If a Fundamental Change were to occur, we may not have enough funds to pay the Fundamental Change purchase price in cash. See "Risk Factors" under the caption "We maybe unable to repay or repurchase the notes." If we fail to purchase the notes when required following a Fundamental Change, we will be in default under the indenture. Under our credit facility as currently in effect, the occurrence of a Fundamental Change would be an event of default and allow the lenders to accelerate the debt under that facility. This could result in an event of default under the notes. See "--Events of Default and Remedies." In addition, we have, and may in the future incur, other indebtedness with similar change in control provisions permitting holders to accelerate or to require us to purchase our indebtedness upon the occurrence of similar events or on some specific dates.

Merger and Consolidation

The indenture provides that we may not consolidate or merge with or into, or transfer, lease or convey all or substantially all of our properties or assets to another corporation, person or entity unless, among other items:

- either we are the continuing corporation, or any successor or purchaser is a corporation, partnership or trust organized under the laws of the United States, any state thereof or the District of Columbia and the successor or purchaser expressly assumes our obligations on the notes under a supplemental indenture in a form reasonably satisfactory to the trustee;

- in all cases, immediately after giving effect to the transaction, no default or event of default, and no event that, after notice or lapse of time or both, would become an event of default, will have occurred and be continuing; and

o we have delivered to the trustee an officers' certificate and an opinion of counsel stating compliance with these provisions.

Upon any such consolidation, merger, conveyance, lease or transfer in accordance with the foregoing, the successor person formed by such consolidation or share exchange or into which we are merged or to which such sale, assignment, conveyance, lease, transfer or other disposition is made will succeed to, and be substituted for, and may exercise our right and power, under the indenture with the same effect as if such successor had been named as the issuer in the indenture, and thereafter (except in the case of a sale, assignment, transfer, lease, conveyance or other disposition) the predecessor corporation will be relieved of all further obligations and covenants under the indenture and the notes.

Events of Default and Remedies

An event of default is defined in the indenture as being:

(i) a default in payment of the principal of the notes when due at maturity, upon redemption, repurchase or otherwise;

(ii) a default for 30 days in payment of any installment of interest or any additional amounts with respect to the notes;

(iii) a default for 10 days in our obligation to satisfy our conversion obligation upon exercise of a holder's conversion right;

(iv) a failure to comply with or observe in any material respect any other covenant or agreement in respect of the notes contained in the indenture or the notes for 60 days after written notice to us by the trustee or to us and the trustee by holders of at least 25% in aggregate principal amount of the notes then outstanding;

(v) a default under any credit agreement, mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by us or any of our material subsidiaries, which default:

- is caused by a failure to pay when due any principal on such indebtedness at the final stated maturity date of such indebtedness, which failure continues beyond any applicable grace period, or
- results in the acceleration of such indebtedness prior to its express maturity, without such acceleration being rescinded or annulled,

and, in each case, the principal amount of such indebtedness, together with the principal amount of any other such indebtedness under which there is a payment default at the final stated maturity thereof or the maturity of which has been so accelerated, aggregates to $25 million or more and such payment default is not cured or such acceleration is not annulled within 30 days after written notice to us by the trustee or to us and the trustee by holders of at least 25% in aggregate principal amount of the notes then outstanding; or

(vi) certain events of bankruptcy, insolvency or reorganization affecting us or our material subsidiaries.

A "material subsidiary" means a subsidiary of ours, including such subsidiary's subsidiaries, which meets any of the following conditions:

- our and our subsidiaries' investments in and advances to such subsidiary exceed 5% of our total assets and the total assets of our subsidiaries consolidated as of the end of the most recently completed fiscal year; or

- our and our subsidiaries' proportionate share of the total assets (after intercompany eliminations) of such subsidiary exceeds 5% of our total assets and the total assets of our subsidiaries consolidated as of the end of the most recently completed fiscal year; or

- our and our subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of such subsidiary exceeds 5% of our income and the income of our subsidiaries before such items consolidated as of the end of the most recently completed fiscal year.

If an event of default (other than an event of default specified in clause (vi) above) occurs and is continuing, then and in every such case the trustee, by written notice to us, or the holders of not less than 25% in aggregate principal amount of the notes then outstanding, by written notice to us and the trustee, may declare the unpaid principal of, and accrued and unpaid interest, including accrued and unpaid additional amounts, if any, on all the notes then outstanding to be due and payable. Upon such declaration, such principal amount and accrued and unpaid interest, including any accrued and unpaid additional amounts, will become immediately due and payable, notwithstanding anything contained in the indenture or the notes to the contrary. If any event of default specified in clause (vi) above occurs, all unpaid principal of and accrued and unpaid interest, including any additional amounts, on the notes then outstanding will automatically become due and payable without any declaration or other act on the part of the trustee or any holder of notes.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture. Subject to the provisions of the indenture relating to the duties of the trustee, the trustee is under no obligation to exercise any of its rights or powers under the indenture at the request, order or direction of any of the holders, unless such holders have offered to the trustee a security or an indemnity satisfactory to it against any cost, expense or liability. Subject to all provisions of the indenture and applicable law, the holders of a majority in aggregate principal amount of the notes then outstanding 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. If a default or event of default occurs and is continuing and is known to the trustee, the indenture requires the trustee to mail a notice of default or event of default to each holder within 90 days of the occurrence of such default or event of default. However, the trustee may withhold from the holders notice of any continuing default or event of default (except a default or event of default in the payment of principal, interest or additional amounts, if any, or redemption price, purchase price or Fundamental Change purchase price, if applicable, on the notes) if it determines in good faith that withholding notice is in their interest. The holders of a majority in aggregate principal amount of the notes then outstanding by written notice to the trustee may rescind any acceleration of the notes and its consequences if all existing events of default (other than the nonpayment of principal of and interest or any additional amounts, on the notes that have become due solely by virtue of such acceleration) have been cured or waived and if the rescission would not conflict with any judgment or decree of any court of competent jurisdiction. No such rescission will affect any subsequent default or event of default or impair any right consequent thereto.

A holder of notes may pursue any remedy under the indenture only if:

- the holder gives the trustee written notice of a continuing event of default on the notes;

- the holder of at least 25% in aggregate principal amount of the notes then outstanding makes a written request to the trustee to pursue the remedy;

- the holder offers to the trustee indemnity reasonably satisfactory to the trustee;

- the trustee fails to act for a period of 60 days after the receipt of notice and offer of indemnity; and

- during that 60-day period, the holders of a majority in principal amount of the notes then outstanding do not give the trustee a direction inconsistent with the request.

This provision does not, however, affect the right of a holder of notes to sue for enforcement of the payment of the principal, interest or additional amounts, if any, or redemption price, purchase price or Fundamental Change purchase price, if applicable, of or on the holder's note on or after the respective due dates expressed in its note or the holder's right to convert its note in accordance with the indenture.

The holders of no less than a majority in aggregate principal amount of the notes then outstanding may, on behalf of the holders of all the notes, waive any past default or event of default under the indenture and its consequences, except default in the payment of principal or interest, including any additional amounts, on the notes (other than the nonpayment of principal, interest or additional amounts on the notes that have become due solely by virtue of an acceleration that has been duly rescinded as provided above) or in respect of a covenant or provision of the indenture that cannot be modified or amended without the consent of all holders of notes then outstanding.

We are required to deliver to the trustee annually a statement regarding compliance with the indenture, and we are required, upon becoming aware of any default or event of default, to deliver to the trustee a statement specifying such default or event of default.

Amendment, Supplement and Waiver

Except as provided in the next two succeeding paragraphs, the indenture may be amended or supplemented with the consent of the holders of at least a majority in aggregate principal amount of the notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for notes), and any existing default or compliance with any provision of the indenture or the notes may be waived with the consent of the holders of a majority in principal amount of the notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for notes).

Without the consent of each holder affected, an amendment or waiver may not (with respect to any notes held by a non-consenting holder):

- reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

- reduce the principal of or change the fixed maturity of any note or, other than as set forth in the paragraph below, alter the provisions with respect to the redemption or repurchase of the notes;

- reduce the rate or amount of or change the time for payment of interest (including defaulted interest) and additional amounts, if any, redemption price, purchase price or Fundamental Change purchase price, if applicable, of or on any notes;

- waive a default or event of default in the payment of principal of, or interest or additional amounts, if any, on the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the notes then outstanding and a waiver of the payment default that resulted from such acceleration);

- make any note payable in money other than that stated in the indenture and the notes;

- make any change in the provisions of the indenture relating to waivers of past defaults or the rights of holders of notes to receive payments of principal, interest or additional amounts, if any, redemption price, purchase price or Fundamental Change purchase price, if applicable, of or on the notes;

- waive a Fundamental Change payment with respect to any note;

- increase the conversion price or, except as permitted by the indenture, modify the provisions of the indenture relating to conversion of the notes in a manner adverse to the holders; or

- impair the right to institute suit for the enforcement of any payment with respect to, or conversion of, the notes under the indenture or the foregoing provisions or this paragraph.

Notwithstanding the foregoing, without the consent of any holder of notes, we and the trustee may amend or supplement the indenture or the notes to:

- cure any ambiguity, defect or inconsistency or make any other changes in the provisions of the indenture which we and the trustee may deem necessary or desirable, provided such amendment does not materially and adversely affect rights of the holders of the notes under the indenture;

- provide for the assumption of our obligations to holders of notes in the circumstances required under the indenture as described under "--Merger and Consolidation;"

- provide for conversion rights of holders of notes in certain events such as our consolidation or merger or the sale of all or substantially all of our assets;

- make appropriate modifications to the provisions of the indenture regarding the purchase of notes upon the occurrence of a Fundamental Change, in the event of our consolidation or merger or the sale of all or substantially all our assets;

- reduce the conversion price;

- evidence and provide for the acceptance of the appointment under the indenture of a successor trustee;

- make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the indenture of any such holder;

- comply with requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act of 1939; or

- modify the restrictions on, and procedures for, resale and other transfers of the notes or shares of common stock issuable upon conversion of the notes pursuant to law, regulation or practice relating to the resale or transfer of restricted securities generally.

Subordination of Notes

Payment on the notes will, to the extent provided in the indenture, be subordinated in right of payment to the prior payment in full of all of our existing and future senior indebtedness.

Upon any distribution of our assets upon any dissolution, winding up, liquidation or reorganization, the payment of the principal of, or premium, if any, interest, including additional amounts, if any, on the notes will be subordinated in right of payment to the prior payment in full in cash or other payment satisfactory to the holders of senior indebtedness of all senior indebtedness. In the event of any acceleration of the notes because of an event of default, the holders of any outstanding senior indebtedness would be entitled to payment in full in cash or other payment satisfactory to the holders of senior indebtedness of all senior indebtedness obligations before the holders of the notes are entitled to receive any payment or distribution.

We may not make any payment on the notes if:

- a default in the payment of senior indebtedness (referred to as a "payment default") occurs and is continuing beyond any applicable period of grace; or

- a default other than a payment default on any senior indebtedness (referred to as a "non-payment default") occurs and is continuing that permits holders of senior indebtedness to accelerate its maturity, or in the case of a lease, a default occurs and is continuing that permits the lessor to either terminate the lease or require us to make an irrevocable offer to terminate the lease following an event of default under the lease, and the trustee receives a notice of such default (referred to as a "payment blockage notice") from us or any other person permitted to give such notice under the instrument evidencing or document governing such senior indebtedness.

We may resume payments and distributions on the notes:

- in case of a payment default, upon the date on which such default is cured or waived or ceases to exist; and

- in case of an non-payment default, the earlier of the date on which such nonpayment default is cured or waived or ceases to exist or 179 days after the date on which the payment blockage notice is received, if the maturity of the senior indebtedness has not been accelerated, or in the case of any lease, 179 days after the notice is received if we have not received notice that the lessor under such lease has exercised its right to terminate the lease or require us to make an irrevocable offer to terminate the lease following the event of default under the lease.

No new period of payment blockage may be commenced pursuant to a payment blockage notice unless nine months have elapsed since the initial effectiveness of the immediately prior payment blockage notice. No non-payment default that existed or was continuing on the date of delivery of any payment blockage notice shall be the basis for any later payment blockage notice.

If the trustee or any holder of the notes receives any payment or distribution of our assets in contravention of the subordination provisions on the notes before all senior indebtedness is paid in full in cash or other payment satisfactory to holders of senior indebtedness, then such payment or distribution will be held in trust for the benefit of holders of senior indebtedness or their representatives to the extent necessary to make payment in full in cash or payment satisfactory to the holders of senior indebtedness of all unpaid senior indebtedness.

Because of the subordination provisions discussed above, in the event of our bankruptcy, dissolution or reorganization, holders of senior indebtedness may receive more ratably, and holders of the notes may receive less, ratably, than our other creditors. This subordination will not prevent the occurrence of any event of default under the indenture.

The term "senior indebtedness" means, the principal, premium (if any) and unpaid interest on all of our present and future:

(i) indebtedness for borrowed money;

(ii) obligations evidenced by securities, bonds, debentures, notes or similar instruments;

(iii) obligations under (a) interest rate swaps, caps, collars, options, and similar arrangements, (b) any foreign exchange contract, currency swap contract, futures contract, currency option contract, or other foreign currency hedge or any other hedging agreements and (c) credit swaps, caps, floors, collars, and similar arrangements;

(iv) indebtedness incurred, assumed or guaranteed by us in connection with the acquisition by us or any of our subsidiaries of any business, properties or assets;

(v) our capital, operating or other lease obligations or liabilities;

(vi) reimbursement obligations in respect of letters of credit, banker's acceptances, security purchase facilities or similar credit transactions relating to indebtedness or other obligations that qualify as indebtedness or obligations of the kind referred to in clauses (i) through (v) above;

(vii) pension plan obligations; and

(viii) obligations under direct or indirect guarantees or on which we are liable as obligor, surety or otherwise in respect of, and obligations to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above;

in each case unless in the instrument creating or evidencing the indebtedness or obligation or pursuant to which the same is outstanding it is provided that such indebtedness or obligation is subordinate to or ranks pari passu in right of payment to the notes. The notes rank pari passu in right of payment to our outstanding Liquid Yield Option(TM) Notes (LYONs) due 2021.

As of September 30, 2003, we had $336 million of indebtedness outstanding other than the notes, $105 million of which were senior to the notes. The notes are also effectively subordinated in right of payment to all debt and other liabilities, including trade payables and other accrued liabilities, of all of our subsidiaries. Any right of ours to participate in any distribution of the assets of any of our subsidiaries upon liquidation, reorganization or insolvency of such subsidiary (and the consequent right of the holders of the notes to participate in those assets) will be subject to the claims of the creditors (including trade creditors) of

such subsidiary, except to the extent that our claims as a creditor of such subsidiary may be recognized in which case our claims would still be subordinate to any security interest in the assets of such subsidiary and any indebtedness of such subsidiary senior to the indebtedness held by us. As of September 30, 2003, our subsidiaries had approximately $1,381 million of liabilities outstanding which would effectively rank senior to the notes.

We are obligated to pay reasonable compensation to the trustee and to indemnify the trustee against certain losses, liabilities or expenses incurred by the trustee in connection with its duties relating to the notes. The trustee's claims for these payments will generally be senior to those of the holders of the notes in respect of all funds collected or held by the trustee.

Discharge of the Indenture

We may satisfy and discharge our obligations under the indenture by delivering to the trustee for cancellation all outstanding notes or by depositing with the trustee, the paying agent or the conversion agent, if applicable, after all of the notes have become due and payable, whether at stated maturity or any redemption date, or any purchase date, or a Fundamental Change purchase date, or upon conversion or otherwise, cash or shares of common stock (as applicable under the terms of the indenture) sufficient to pay all of the outstanding notes and paying all other sums payable under the indenture.

Governing Law

The indenture provides that the notes will be governed by, and construed in accordance with, the laws of the State of New York.

Form, Exchange, Registration and Transfer

The notes have been issued in fully registered form, without interest coupons, in denominations of $1,000 principal amount and integral multiples thereof. We will not charge a service fee for any registration of transfer or exchange of the notes. We may, however, require the payment of any tax or other governmental charge payable for that registration.

If the notes become certificated, the notes will be exchangeable for other notes, for the same total principal amount and for the same terms but in different authorized denominations, in accordance with the indenture. Also, holders may present certificated notes for registration of transfer at the office of the security registrar or any transfer agent we designate. The security registrar or transfer agent will effect the transfer or exchange when it is satisfied with the documents of title and identity of the person making the request.

We have appointed the trustee as security registrar for the notes. We may at any time rescind that designation or approve a change in the location through which any such security registrar acts. We are required to maintain an office or agency for transfer and exchanges in each place of payment. We may at any time designate additional registrars for the notes.

The registered holder of a note will be treated as the owner of it for all purposes.

Book-Entry; Global Notes

Except as provided below, the notes are and will be evidenced by one or more global notes.

We have deposited the global note or notes with DTC and registered the notes in the name of Cede & Co. as DTC's nominee. Except as set forth below, a note may be transferred, in whole or in part, only to another nominee of DTC or to a successor of DTC or its nominee.

Holders may hold their interests in a note directly through DTC if such holder is a participant in DTC, or indirectly through organizations that are participants in DTC (referred to as "participants"). Transfers between participants will be effected in the ordinary way in accordance with DTC rules and will be settled in clearing house funds. The laws of some states require that certain persons take physical delivery of securities in definitive form. As a result, the ability to transfer beneficial interests in the note to such persons may be limited.

Holders who are not participants may beneficially own interests in a note held by DTC only through participants, or certain banks, brokers, dealers, trust companies and other parties that clear through or maintain a custodial relationship with a participant, either directly or indirectly (referred to as "indirect participants").

So long as Cede & Co., as the nominee of DTC, is the registered owner of a note, Cede & Co. for all purposes will be considered the sole holder of such note. Except as provided below, owners of beneficial interests in a note are:

- not entitled to have certificates registered in their names;
- not entitled to receive physical delivery of certificates in definitive registered form; and
- not considered holders of the note.

We will pay interest on and principal, redemption price, purchase price or Fundamental Change purchase price of a note to Cede & Co., as the registered owner of the note, by wire transfer of immediately available funds on each interest payment date or at maturity or on any redemption date, purchase date or Fundamental Change purchase date, as the case may be. Neither we, the trustee nor any paying agent will be responsible or liable:

- for the records relating to, or payments made on account of, beneficial ownership interests in a note; or
- for maintaining, supervising or reviewing any records relating to the beneficial ownership interests.

We have been informed that DTC's practice is to credit participants' accounts on a payment date with payments in amounts proportionate to their respective beneficial interests in the principal amount represented by a global note as shown in the records of DTC, unless DTC has reason to believe that it will not receive payment on that payment date. Payments by participants to owners of beneficial interests in the principal amount represented by a global note held through participants is the responsibility of the participants, as is the case with securities held for the accounts of customers registered in "street name."

Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having a beneficial interest in the principal amount represented by the global note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate evidencing its interest.

Neither we, the trustee, registrar, paying agent nor conversion agent will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations. DTC has advised us that it will take any action permitted to be taken by a holder of notes, including the presentation of notes for exchange, only at the direction of one or more participants to whose account with DTC interests in the note are credited, and only in respect of the principal amount of the notes represented by the note as to which the participant or participants has or have given such direction.

DTC has advised us that it is:

- a limited purpose trust company organized under the laws of the State of New York, and a member of the Federal Reserve System;
- a "clearing corporation" within the meaning of the Uniform Commercial Code; and
- a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes to the accounts of its participants. Participants include securities brokers, dealers, banks, trust companies and clearing corporations and other organizations. Some of the participants or their representatives, together with other entities, own DTC. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

DTC has agreed to the foregoing procedures to facilitate transfers of interests in a note among participants. However, DTC is under no obligation to perform or continue to perform these procedures, and may discontinue these procedures at any time. If DTC is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by us within 90 days, we will issue notes in certificated form in exchange for interests in the global notes.

Registration Rights

We entered into a registration rights agreement with the initial purchasers dated as of the date of the first issuance of the notes. Pursuant to the registration rights agreement, we agreed for the benefit of the holders of the notes and common stock issuable upon conversion thereof that:

- we will, at our cost, within 90 days after the date of initial issuance of the notes, file a shelf registration statement with the SEC with respect to resales of the notes and the common stock issuable upon their conversion;
- we will use our reasonable best efforts to cause such shelf registration statement to be declared effective under the Securities Act within 180 days after the date of the initial issuance of the notes; and
- we will use our reasonable best efforts to keep the shelf registration statement continuously effective under the Securities Act until the earliest of (i) the expiration of the holding period applicable to sales of the notes and the common stock issuable upon conversion of the notes under Rule 144(k) (or any successor provision) under the Securities Act; (ii) the date as of which all the notes or the common stock issuable upon their conversion have been transferred

under Rule 144 under the Securities Act (or any similar provision then in force); and (iii) the date as of which all the notes or the common stock issuable upon their conversion have been sold pursuant to the shelf registration statement.

If the shelf registration statement:

- is not filed with the SEC on or prior to 90 days after the date of the initial issuance of the notes, or has not been declared effective by the SEC within 180 days after the date of the initial issuance of the notes; or

- is filed and declared effective but shall thereafter cease to be effective (without being succeeded immediately by a replacement shelf registration statement filed and declared effective) or usable for the offer and sale of transfer restricted securities for a period of time (including any suspension period) which exceeds 45 days in the aggregate in any three-month period or 120 days in the aggregate in any 12-month period during the period beginning on the effective date of the shelf registration statement and ending on or prior to the expiration of the holding period applicable to sales of the notes and the common stock issuable upon conversion of the notes under Rule 144(k) (or any successor provision) under the Securities Act

(both of which are referred to as a "registration default"), we will pay additional amounts to each holder of transfer restricted securities which has complied with its obligations under the registration rights agreement.

The amount of additional amounts payable during any period in which a registration default has occurred and is continuing is that amount which is equal to:

- 0.25 percent or (25 basis points) per annum per $1,000 principal amount of notes or $2.50 per annum per 46.9925 shares of our common stock (subject to adjustment in the event of a stock split, stock recombination, stock dividend and the like) constituting transfer restricted securities, for the period up to and including the 90th day during which such registration default has occurred and is continuing; and

- 0.50 (or 50 basis points) per annum per $1,000 principal amount of notes or $5.00 per annum per 46.9925 shares of our common stock (subject to adjustment in the event of a stock split, stock recombination, stock dividend and the like) constituting transfer restricted securities, for the period including and subsequent to the 91st day during which such registration default has occurred and is continuing,

in each case based upon the number of days that such registration default is continuing.

We have agreed to pay all accrued additional amounts, if any, on February 1 and August 1 of each year, to the person in whose name a note is registered at the close of business on the relevant record date, in accordance with the terms of the registration rights agreement. Following the cure of a registration default, additional amounts will cease to accrue with respect to such registration default.

"Transfer restricted securities" means each note and any share of our common stock issued on conversion thereof until the earliest of the date on which such note or share, as the case may be:

- has been transferred pursuant to a registration statement covering such note or share which has been filed with the SEC pursuant to the Securities Act, in either case after such

registration statement has become, and while such registration statement is, effective under the Securities Act;

- has been transferred pursuant to Rule 144 under the Securities Act (or any similar provision then in force); or

- may be sold or transferred pursuant to paragraph (k) of Rule 144 under the Securities Act (or any successor provision promulgated by the SEC).

We will provide or cause to be provided to each holder of the notes or our common stock issuable upon conversion of such notes that has delivered to us a completed notice and questionnaire, as described below, copies of the prospectus, which forms a part of the shelf registration statement. We will also notify or cause to be notified each such holder when the shelf registration statement for the notes or our common stock issuable upon conversion of such notes has become effective and take certain other actions as are required to permit unrestricted resales of the notes or our common stock issuable upon conversion of such notes. A holder of notes or our common stock issuable upon conversion of such notes that sells such securities pursuant to a shelf registration statement:

- is required to be named as a selling securityholder in the prospectus related to the shelf registration statement and to deliver a prospectus to purchasers;

- is subject to certain of the civil liability provisions under the Securities Act in connection with such sales; and

- is bound by the provisions of the registration rights agreement that are applicable to such holder (including certain indemnification and contribution rights or obligations).

We are permitted to suspend the use of the prospectus which is a part of the shelf registration statement for a period not to exceed either 45 days in the aggregate in any three-month period or 120 days in the aggregate during any twelve-month period under certain circumstances including the acquisition or divestiture of assets, pending corporate developments, public filings with the SEC and similar events. We are required to pay all expenses of the shelf registration statement; however, each holder is required to bear the expense of any broker's commission, agency fee or underwriter's discount or commission.

This prospectus and the registration statement of which it forms a part are being prepared and filed with the SEC in order to satisfy our obligations under the registration rights agreement.

DESCRIPTION OF CAPITAL STOCK

The aggregate number of shares of capital stock which we have authority to issue is 341,000,000 shares: 1,000,000 shares of preferred stock, par value $1.00 per share, 300,000,000 shares of common stock, par value $0.10 per share, and 40,000,000 shares of Class B common stock, par value $0.10 per share. No shares of preferred stock have been issued. At September 30, 2003, there were 144,329,990 shares of common stock and 15,382,000 shares of Class B common stock outstanding.

Common Stock

After any required payment on shares of preferred stock, holders of common stock and Class B common stock are entitled to receive, and share ratably on a per share basis in, all dividends and other distributions declared by our board of directors. In the event of a stock dividend or stock split, holders of common stock will receive shares of common stock and holders of Class B common stock will receive

shares of Class B common stock. Neither the common stock nor the Class B common stock may be split, divided or combined unless the other is split, divided or combined equally.

The holders of common stock are entitled to one vote for each share held. Holders of Class B common stock are entitled to 10 votes for each share held. The common stock and the Class B common stock vote together as one class on all matters subject to stockholder approval, except as set forth in the following sentence. The approval of the holders of common stock and of Class B common stock, each voting separately as a class, is required to authorize issuances of additional shares of Class B common stock other than in connection with stock splits and stock dividends.

Shares of Class B common stock are convertible into shares of common stock on a one-for-one basis at any time at the option of the holder thereof. The Class B common stock is not transferable except to the holder's spouse, certain of such holder's relatives, certain trusts established for the benefit of the holder, the holder's spouse or relatives, corporations and partnerships beneficially owned and controlled by such holder, such holder's spouse or relatives, charitable organizations and such holder's estate. Upon any transfer made in violation of those restrictions, shares of Class B common stock will be automatically converted into shares of common stock on a one-for-one basis.

Neither the holders of common stock nor the holders of Class B common stock have any preemptive rights to subscribe for additional shares of our capital stock.

Our common stock is listed on the NYSE. There is no public market for shares of our Class B common stock. All outstanding shares of common stock and Class B common stock are, and upon conversion, the shares of common stock issuable upon conversion of the notes will be, validly issued, fully paid and non-assessable.

Preferred Stock

Our board of directors is authorized, without further stockholder approval, to issue from time to time up to an aggregate of 1,000,000 shares of preferred stock in one or more series. The board of directors may fix or alter the designation, preferences, rights and any qualification, limitations restrictions of the shares of any series, including the dividend rights, dividend rates, conversion rights, voting rights, redemption terms and prices, liquidation preferences and the number of shares constituting any series. No shares of our preferred stock are currently outstanding.

Other Matters

We have a staggered board of directors, with one third of the board being elected each year. As a consequence, directors may not be removed other than for cause.

We are subject to Section 203 of the Delaware General Corporation Law which prohibits us from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in a prescribed manner. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns or within three years did own, 15% or more of our voting stock.

We furnish to our stockholders annual reports containing financial statements certified by an independent public accounting firm.

American Stock Transfer & Trust Company is the transfer agent and registrar of our common stock and Class B common stock.

CERTAIN UNITED STATES FEDERAL TAX CONSIDERATIONS

The following is a discussion of certain U.S. federal income and, with respect to non-U.S. holders (as defined below), estate tax considerations to a holder of a note with respect to the purchase, ownership and disposition of the notes and, with respect to non-U.S. holders, of our common stock issuable upon conversion or repurchase of a note. This summary is generally limited to holders that hold the notes as "capital assets" (generally, property held for investment) for U.S. federal income tax purposes. This discussion does not describe all of the U.S. federal tax consequences that may be relevant to a holder in light of its particular circumstances or to holders subject to special rules, such as tax-exempt organizations, holders subject to the U.S. federal alternative minimum tax, dealers in securities, financial institutions, insurance companies, regulated investment companies, certain former citizens or former long-term residents of the United States, partnerships or other pass-through entities, U.S. holders (as defined below) whose "functional currency" is not the U.S. dollar and persons that hold the notes in connection with a "straddle," "hedging," "conversion" or other risk reduction transaction.

The U.S. federal income and estate tax considerations set forth below are based upon the Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations promulgated thereunder, court decisions, and rulings and pronouncements of the Internal Revenue Service, referred to as the "IRS," now in effect, all of which are subject to change. Prospective investors should particularly note that any such change could have retroactive application so as to result in U.S. federal income and estate tax consequences different from those discussed below. We have not sought any ruling from the IRS with respect to statements made and conclusions reached in this discussion and there can be no assurance that the IRS will agree with such statements and conclusions.

As used herein, the term "U.S. holder" means a beneficial owner of a note that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation, or other entity taxable as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions, or if the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

As used herein, the term "non-U.S. holder" means a beneficial owner of a note that is not a U.S. holder.

If a partnership is a beneficial owner of a note, the tax treatment of a partner in the partnership will depend upon the status of the partner and the activities of the partnership. A beneficial owner that is a partnership and partners in such a partnership should consult their tax advisors about the U.S. federal income tax consequences of the purchase, ownership and disposition of the notes. This discussion does not address the tax consequences arising under any state, local or foreign law. In addition, this summary does not consider the effect of the U.S. federal estate or gift tax laws except as set forth below with respect to certain U.S. federal estate tax consequences to non-U.S. holders.

Investors considering the purchase of the securities should consult their own tax advisors with respect to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the U.S. federal estate or gift tax laws or under the laws of any state, local or foreign taxing jurisdiction or under any applicable tax treaty.

U.S. Holders

Payments of interest

A U.S. holder will be required to recognize as ordinary income any interest paid or accrued on the notes (including any interest deemed paid in our common stock upon conversion or repurchase), in accordance with the holder's regular method of tax accounting.

Sale, exchange, conversion, repurchase or redemption of notes

A U.S. holder generally should not recognize income, gain or loss upon conversion of the notes solely into our common stock or the use by us solely of our common stock to repurchase the notes (in case the holder requires us to repurchase the notes on a purchase date or upon a Fundamental Change), except with respect to any amounts received which are attributable to accrued interest (which will be treated as such) or cash received in lieu of fractional shares. The U.S. holder's tax basis in the common stock received on conversion or repurchase should be the same as the holder's adjusted tax basis in the notes exchanged therefor at the time of conversion (reduced by any tax basis allocable to a fractional share), and the holding period for the common stock received on conversion or repurchase should include the holding period of the notes that were converted or repurchased. However, a U.S. holder's tax basis in common stock attributable to accrued and unpaid interest should be equal to the amount of such accrued and unpaid interest and the holding period for common stock attributable to accrued and unpaid interest will begin on the day following the date of conversion or repurchase. Cash received in lieu of a fractional share of common stock upon conversion or repurchase of the notes will generally be treated as a payment in exchange for the fractional share of common stock. Accordingly, the receipt of cash in lieu of a fractional share of common stock generally will result in capital gain (subject to the market discount provisions, as discussed below) or loss measured by the difference between the cash received for the fractional share and the holder's adjusted tax basis in the fractional share and will be long-term capital gain or loss if the holder held the note for more than one year at the time of such conversion or repurchase.

If a U.S. holder converts a note and we choose to deliver a combination of cash and shares of our common stock or a U.S. holder elects to exercise such holder's right to require us to repurchase a note on a purchase date or upon a Fundamental Change and we satisfy the purchase price in a combination of cash and shares of our common stock, the U.S. holder should recognize gain (but not loss) in an amount equal to the lesser of (i) the excess of the amount of cash plus the fair market value of stock received over the holder's adjusted tax basis in the note and (ii) the amount of cash received, in each case excluding amounts attributable to accrued interest (which will be treated as such) or cash received in lieu of a fractional share (which will be taxable as described above). Such gain will generally be a capital gain (subject to the market discount provisions, as discussed below), and will be long-term capital gain if the converted or repurchased note is held for more than one year. A U.S. holder's tax basis in the common stock received from us in exchange for the note upon such a conversion or repurchase by us should be the same as the U.S. holder's tax basis in the note less any basis allocable to a fractional share. However, this basis should be decreased by the amount of cash, other than cash received in lieu of accrued and unpaid interest or a fractional share, if any, received in exchange and increased by the amount of any gain recognized by the U.S. holder on the exchange, other than gain with respect to a fractional share, as described above. The holding period for common stock received upon such a conversion or repurchase by us should include the holding period for

the note so converted or repurchased. However, the holding period for common stock attributable to accrued and unpaid interest will begin on the day following the date of conversion or repurchase.

If a U.S. holder converts a note and we choose to deliver solely cash, in lieu of shares of our common stock, or if a U.S. holder elects to exercise such holder's right to require us to repurchase a note on a purchase date or upon a Fundamental Change and we deliver solely cash in satisfaction of the purchase price, the U.S. holder should recognize gain or loss measured by the difference between the amount of cash received (other than cash received attributable to accrued interest, which will be treated as such) and the U.S. holder's adjusted tax basis in the note. Gain or loss recognized by the holder will generally be capital gain or loss (subject to the market discount provisions, as discussed below), and will be long-term capital gain or loss if the note is held for more than one year. The deductibility of capital losses is subject to limitations.

A U.S. holder generally will recognize capital gain or loss upon a sale (including a redemption of a note at our option), exchange, retirement at maturity, or other disposition of a note. The U.S. holder's gain or loss will equal the difference between the proceeds received by the holder (other than proceeds attributable to accrued interest, which will be treated as such) and the holder's adjusted tax basis in the note. The proceeds received by a U.S. holder will include the amount of any cash and the fair market value of any other property received for the note. Subject to the market discount provisions, as discussed below, the gain or loss recognized by a U.S. holder on a disposition of the note will be long-term capital gain or loss if the holder held the note for more than one year. The deductibility of capital losses is subject to limitations.

Market discount

If a U.S. holder purchases a note for an amount that is less than its stated redemption price at maturity (which is its stated principal amount), the amount of the difference will be treated as "market discount" for U.S. federal income tax purposes, unless this difference is less than a specified de minimus amount. Subject to a limited exception, the market discount provisions generally require a U.S. holder who acquires a note at a market discount to treat as ordinary income (i) any gain recognized on the disposition or retirement of that note or (ii) any appreciation in the note in the event of a gift of the note, in each case to the extent of the accrued market discount on that note at the time of maturity, disposition or gift, unless the U.S. holder elects to include accrued market discount in income over the life of the note.

This election to include market discount in income over the life of the note, once made, applies to all market discount obligations acquired on or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. In general, market discount will be treated as accruing on a straight-line basis over the remaining term of the note at the time of acquisition, or, at the election of the U.S. holder, under a constant yield method. If an election is made to accrue market discount under a constant yield method, it will apply only to the note with respect to which it is made, and may not be revoked. A U.S. holder who acquires a note at a market discount and who does not elect to include accrued market discount in income over the life of the note may be required to defer the deduction of a portion of the interest on any indebtedness incurred or maintained to purchase or carry the note until maturity or until the note is disposed of in a taxable transaction. If a U.S. holder acquires a note with market discount and receives common stock upon conversion or repurchase of the note, the amount of accrued market discount not previously included in income with respect to the note through the date of conversion or repurchase (or upon conversion or repurchase to the extent of any cash received) will be treated as ordinary income when the holder disposes of the common stock.

Amortizable premium

A U.S. holder who purchases a note at a premium over its stated principal amount, plus accrued interest, generally may elect to amortize that premium from the purchase date to the note's maturity date under a constant-yield method that reflects semiannual compounding based on the note's payment period, with a corresponding decrease in tax basis. Amortizable premium, however, will not include any premium attributable to a note's conversion feature. The premium attributable to the conversion feature is the excess, if any, of the note's purchase price over what the note's fair market value would be if there were no conversion feature. Amortized premium is treated as an offset to interest income on a note and not as a separate deduction. The election to amortize premium on a constant yield method, once made, applies to all debt obligations held or subsequently acquired by the electing U.S. holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

Adjustment of conversion price

The conversion price of the notes is subject to adjustment under certain circumstances (see "Description of the Notes--Conversion Rights--Conversion Price Adjustments"). Certain adjustments to (or the failure to make such adjustments to) the conversion price of the notes that increase the proportionate interest of a U.S. holder in our assets or earnings and profits may result in a taxable constructive distribution to the holders of the notes, whether or not the holders ever convert the notes. This could occur, for example, if the conversion price is adjusted to compensate holders of notes for certain distributions of cash or property to our stockholders. Such constructive distribution will be treated as a dividend to the extent of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. As a result, U.S. holders of notes could have taxable income as a result of an event pursuant to which they receive no cash or property. Generally, a U.S. holder's tax basis in a note will be increased by the amount of any constructive dividend.

Additional amounts

We may be required to make payments of additional amounts if we do not cause to be declared effective or maintain the effectiveness of a registration statement, as described under "Description of the Notes--Registration Rights." We intend to take the position for U.S. federal income tax purposes that any payments of additional amounts should be taxable to U.S. holders as additional interest income when received or accrued, in accordance with the holder's regular method of tax accounting. Our determination is binding on holders of the notes, unless they explicitly disclose that they are taking a different position to the IRS on their tax returns for the year during which they acquire the notes. The IRS could take a contrary position from that described above, which could affect the timing and character of U.S. holders' income from the notes with respect to the payments of additional amounts.

If we are required to pay additional amounts because we fail to cause to be declared effective a registration statement, U.S. holders should consult their tax advisors concerning the appropriate tax treatment of the payment of additional amounts with respect to the notes.

Non-U.S. Holders

Payments of interest

Generally, payments of interest on the notes to, or on behalf of, a non-U.S. holder will be considered "portfolio interest" and will not be subject to U.S. federal income or withholding tax provided such interest is not effectively connected with the conduct of a trade or business within the United States by such non-U.S. holder and:

- such non-U.S. holder does not actually or by attribution own 10% or more of the total combined voting power of all classes of our stock entitled to vote;

- such non-U.S. holder is not a controlled foreign corporation for U.S. federal income tax purposes that is related to us, actually or by attribution, through stock ownership; and

- the certification requirements, as described below, are satisfied.

To satisfy the certification requirements referred to above, either (i) the beneficial owner of a note must certify, on IRS Form W-8BEN (or successor form) under penalties of perjury, to us or our paying agent, as the case may be, that such owner is a non-U.S. person and must provide such owner's name and address and taxpayer identification number, if any, or (ii) a securities clearing organization, bank or other financial institution that holds customer securities in the ordinary course of its trade or business, referred to as a "Financial Institution," and holds the note on behalf of the beneficial owner thereof must certify, under penalties of perjury, to us or our paying agent, as the case may be, that such certificate has been received from the beneficial owner and must furnish the payor with a copy thereof. Special certification rules apply for notes held by foreign partnerships and other intermediaries.

If interest on the note is effectively connected with the conduct of a trade or business in the United States by a non-U.S. holder (and, if certain tax treaties apply, is attributable to a U.S. permanent establishment maintained by the non-U.S. holder in the United States), the non-U.S. holder, although exempt from U.S. federal withholding tax (provided that the certification requirements discussed in the next sentence are met), will generally be subject to U.S. federal income tax on such interest on a net income basis in the same manner as if it were a U.S. holder. In order to claim an exemption from withholding tax, such a non-U.S. holder will be required to provide us with a properly executed IRS Form W-8ECI (or successor form) certifying, under penalties of perjury, that the holder is a non-U.S. person and the interest is effectively connected with the holder's conduct of a U.S. trade or business and is includible in the holder's gross income. In addition, if such non-U.S. holder engaged in a U.S. trade or business is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or such lower rate provided by an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

Interest on notes not effectively connected with a U.S. trade or business and not excluded from U.S. federal withholding tax under the "portfolio interest" exception described above generally will be subject to withholding at a 30% rate, except where a non-U.S. holder can claim the benefits of an applicable tax treaty to reduce or eliminate such withholding tax and certifies, under penalties of perjury, as to such eligibility by executing an IRS Form W-8BEN (or successor form).

Conversion of the notes

A non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on the conversion of a note solely into our common stock (including the receipt of our common stock upon a repurchase of a note). To the extent a non-U.S. holder receives cash in lieu of a fractional share of common stock, such cash may give rise to gain that would be subject to the rules described below with respect to the sale or exchange of a note or common stock. See "--Sale or Exchange of the Notes or Common Stock" below.

Adjustment of conversion price

The conversion price of the notes is subject to adjustment in certain circumstances. Any such adjustment could, in certain circumstances, give rise to a deemed distribution to non-U.S. holders of the

notes. See "--U.S. Holders--Adjustment of Conversion Price" above. In such case, the deemed distribution would be subject to the rules below regarding withholding of U.S. federal tax on dividends in respect of common stock. See "--Dividends on Common Stock" below.

Sale or exchange of the notes or common stock

A non-U.S. holder generally will not be subject to U.S. federal income or withholding tax on gain realized on the sale or other taxable disposition (including a redemption at our option and, in certain circumstances, a conversion or repurchase) of a note or of common stock issued upon conversion or repurchase thereof unless:

- the holder is an individual who was present in the United States for 183 days or more during the taxable year of the disposition and certain other conditions are met;

- the gain is effectively connected with the conduct of a U.S. trade or business by the non-U.S. holder (and, if required by a tax treaty, the gain is attributable to a permanent establishment maintained in the United States); or

- we are a "United States real property holding corporation" at any time within the shorter of the five year period preceding such disposition or such holder's holding period. If we are, or were to become a United States real property holding corporation, a non-U.S. holder might be subject to U.S. federal income and, in certain circumstances, withholding tax with respect to gain recognized on the disposition of notes or shares of common stock. We do not believe that we are or have been, and do not anticipate that we will be, a United States real property holding corporation.

Dividends on common stock

If we make distributions on our common stock, the distributions will constitute a dividend for U.S. federal income tax purposes to the extent of our current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Except as described below, dividends paid on common stock held by a non-U.S. holder will be subject to U.S. federal withholding tax at a rate of 30% or lower treaty rate, if applicable. A non-U.S. holder generally will be required to satisfy certain IRS certification requirements in order to claim a reduction of or exemption from withholding under a tax treaty by executing an IRS Form W-8BEN (or successor form) certifying, under penalties of perjury, its status as a non-U.S. person and its entitlement to the lower treaty rate with respect to such payments.

If dividends paid to a non-U.S. holder are effectively connected with the conduct of a U.S. trade or business by the non-U.S. holder and, if required by a tax treaty, the dividends are attributable to a permanent establishment maintained in the United States, we and other payors generally are not required to withhold tax from the dividends, provided that the non-U.S. holder furnishes to us a valid IRS Form W-8ECI (or successor form) certifying, under penalties of perjury, that the holder is a non-U.S. person, and the dividends are effectively connected with the holder's conduct of a U.S. trade or business and are includible in the holder's gross income. Effectively connected dividends will be subject to U.S. federal income tax on a net income basis in the same manner that applies to U.S. persons generally (and, with respect to a non-U.S. holder that is a foreign corporation, under certain circumstances, the 30% branch profits tax, as discussed above).

U.S. estate tax

Notes owned or treated as owned by an individual who is not a citizen or resident (as specifically defined for U.S. federal estate tax purposes) of the United States at the time of death, referred to as a "nonresident decedent," will not be includible in the nonresident decedent's gross estate for U.S. federal estate tax purposes as a result of such nonresident decedent's death, provided that, at the time of death, the nonresident decedent does not own, actually or by attribution, 10% or more of the total combined voting power of all classes of our stock entitled to vote and payments with respect to such notes would not have been effectively connected with the conduct of a U.S. trade or business by the nonresident decedent.

Common stock owned or treated as owned by a nonresident decedent (or common stock previously held by such an individual who transferred the stock subject to certain retained rights or powers) will be includible in the nonresident decedent's gross estate for U.S. federal estate tax purposes as a result of the nonresident decedent's death. Subject to applicable treaty limitations, if any, a nonresident decedent's estate may be subject to U.S. federal estate tax on property includible in the estate for U.S. federal estate tax purposes.

You should consult your own tax adviser as to the particular tax consequences to you of purchasing, holding and disposing of the notes and our common stock, including the applicability and effect of any state, local or foreign tax laws, and of any proposed changes in applicable laws.

Backup Withholding Tax and Information Reporting

We will comply with applicable information reporting requirements with respect to payments on the notes. A U.S. holder may be subject to United States federal backup withholding tax at the applicable statutory rate with respect to payments of interest and dividends on, and proceeds from the disposition of, notes and common stock if the U.S. holder fails to supply an accurate taxpayer identification number or otherwise fails to comply with applicable United States information reporting or certification requirements. A non-U.S. holder may be subject to United States backup withholding tax unless the non-U.S. holder complies with certification procedures to establish that it is not a United States person. Any amounts so withheld will be allowed as a credit against a holder's United States federal income tax liability and may entitle a holder to a refund, provided the required information is timely furnished to the IRS.

SELLING SECURITYHOLDERS

We originally issued the notes to J.P. Morgan Securities Inc., Banc of America Securities LLC, Wachovia Capital Markets, LLC, Comerica Securities, Inc., Fleet Securities, Inc., McDonald Investments Inc., Scotia Capital (USA) Inc. and Tokyo-Mitsubishi International plc (the "Initial Purchasers") in a private placement in August 2003. Our net proceeds from the sale and issuance of the notes to the Initial Purchasers was approximately $482 million, after deducting the discount and estimated expenses of the offering. The notes were immediately resold by the Initial Purchasers to persons reasonably believed by the Initial Purchasers to be qualified institutional buyers within the meaning of Rule 144A under the Securities Act in transactions exempt from registration under the Securities Act. Selling securityholders, including their transferees, pledgees or donees or their successors, may from time to time offer and sell the notes and the common stock into which the notes are convertible pursuant to this prospectus. Our registration of the notes and the shares of common stock issuable upon conversion of the notes does not necessarily mean that the selling securityholders will sell all or any of the notes or the common stock. Unless set forth below, none of the selling securityholders has had within the past three years any material relationship with us or any of our predecessors or affiliates.

The following table sets forth certain information as of November 3, 2003, except where otherwise noted, concerning the principal amount of notes beneficially owned by each selling securityholder and the number of shares of common stock that may be offered from time to time by each selling securityholder under this prospectus. The information is based on information provided by or on behalf of the selling securityholders. The number of shares of common stock issuable upon conversion of the notes shown in the table below assumes conversion of the full amount of notes held by each holder at an initial conversion price of $21.28 per share. This conversion price is subject to adjustments in certain circumstances. Because the selling securityholders may offer all or some portion of the notes or the common stock issuable upon conversion of the notes, we have assumed for purposes of the table below that the selling securityholders will sell all of the notes or convert all of the notes and sell all of the common stock issuable upon conversion of the notes offered by this prospectus. In addition, the selling securityholders identified below may have sold, transferred or otherwise disposed of all or a portion of their notes since the date on which they provided the information regarding their notes in transactions exempt from the registration requirements of the Securities Act. Information about the selling securityholders may change over time. Any changed information given to us by the selling securityholders will be set forth in prospectus supplements if and when necessary.

Name*	Aggregate Principal Amount of Notes Beneficially Owned and Offered	Shares of Common Stock Issuable Upon Conversion of The Notes**	Other Shares of Common Stock Beneficially Owned Before the Offering and Assumed to be Owned Following the Offering***
Akanthos Arbitrage Master Fund, L.P. (1)	$ 6,000,000	281,954	0
Alexian Brothers Medical Center (2)	145,000	6,813	0
Allstate Insurance Company (3)	1,250,000	58,740	78,878 (3A)
Aloha Airlines Non-Pilots Pension Trust (4)	100,000	4,699	0
Aloha Pilots Retirement Trust (5)	50,000	2,349	0
Argent Classic Convertible Arbitrage Fund L.P. (6)	6,800,000	319,548	0
Argent LowLev Convertible Arbitrage Fund LLC (7)	1,500,000	70,488	0
Argent LowLev Convertible Arbitrage Fund Ltd. (8)	1,300,000	61,090	0
Arkansas PERS (9)	1,100,000	51,691	0
Bancroft Convertible Fund, Inc. (10)	1,000,000	46,992	0
Boilermakers Blacksmith Pension Trust (11)	2,065,000	97,039	0
C&H Sugar Company Inc. (12)	125,000	5,874	0
Chrysler Corporation Master Retirement Trust (13)	3,945,000	185,385	0
Credit Suisse First Boston Europe Limited (14)	5,000,000	234,962	0
Delaware PERS (15)	2,325,000	109,257	0
Delta Air Lines Master Trust - CV (16)	1,665,000	78,242	0
Delta Airlines Master Trust (17)	750,000	35,244	0
Delta Pilots Disability & Survivorship Trust - CV (18)	810,000	38,063	0
Drury University (19)	20,000	939	0
Duke Endowment (20)	400,000	18,796	0
Ellsworth Convertible Growth & Income Fund, Inc. (21)	1,000,000	46,992	0
Froley Revy Convertible Securities Fund (22)	235,000	11,043	0
Fore Convertible Master Fund Ltd. (23)	18,759,000	881,531	0
Gaia Offshore Master Fund Ltd. (24)	3,170,000	148,966	0
GLG Market Neutral Fund. (25)	30,000,000	1,409,774	0
Guggenheim Portfolio Company VII LLC (26)	3,053,000	143,468	0

Guggenheim Portfolio Company VIII LLC (27) Hawaiian Airlines Employees	3,678,000	172,838	0

Pension Plan - IAM (28)	35,000	1,644	0	
Hawaiian Airlines Pension Plan for Salaried Employees (29)	5,000	234	0	
Hawaiian Airlines Pilots Retirement Plan (30)	90,000	4,229	0	
Hillbloom Foundation (31)	40,000	1,879	0	
ICI American Holdings Trust (32)	525,000	24,671	0	
JMG Capital Partners, L.P. (33)	7,500,000	352,443	75,090	(33A)
JMG Triton Offshore Fund, Ltd. (34)	11,500,000	540,413	75,090	(34A)
LDG Limited 35)	571,000	26,832	0	
Lexington Vantage Fund (36)	56,000	2,631	0	
Lyxor/Gaia II Fund Ltd. (37)	830,000	39,003	0	
Lyxor Master Fund (38)	1,000,000	46,992	0	
Man Convertible Bond Master Fund, Ltd. (39)	5,088,000	239,097	0	
Man Diversified Funds II Limited (40)	1,553,000	72,979	0	
Man Mac 1 Limited (41)	4,958,000	232,988	0	
Maystone Continuum Master Fund, Ltd. (42)	500,000	23,496	0	
Microsoft Corporation (43)	3,140,000	147,556	0	
Motion Picture Industry Health Plan - Active Member Fund (44)	435,000	20,441	0	
Motion Picture Industry Health Plan - Retiree Member Fund (45)	270,000	12,687	0	
Nomura Securities International Inc. (46)	22,500,000	1,057,330	0	
OCM Convertible Trust (47)	4,485,000	210,761	0	
Oppenheimer Convertible Securities Fund (48)	4,000,000	187,969	0	
Partner Reinsurance Company Ltd. (49)	1,380,000	64,849	0	
Peoples Benefit Life Insurance Company Teamsters (50)	5,000,000	234,962	0	
Prudential Insurance Co. of America (51)	140,000	6,578	0	
Qwest Occupational Health Trust (52)	505,000	23,731	0	
Sphinx Fund (53)	93,000	4,370	0	
St. Thomas Trading, Ltd. (54)	10,636,000	499,812	0	
State Employees' Retirement Fund of the State of Delaware (55)	1,830,000	85,996	0	
State of Oregon/Equity (56)	7,310,000	343,515	0	
State of Oregon/SAIF Corporation (57)	3,075,000	144,501	0	
Sygenta AG (58)	395,000	18,562	0	
TD Securities (USA) Inc. (59)	27,005,000	1,269,031	0	
Teachers Insurance and Annuity Association of America (60)	10,000,000	469,924	0	
The Coast Fund, L.P. (61)	200,000	9,398	0	
TQA Master Fund, Ltd. (62)	4,403,000	206,907	0	
TQA Master Plus Fund, Ltd. (63)	4,225,000	198,543	0	
TQA Special Opportunities Master Fund Ltd. (64)	1,000,000	46,992	0	
O'Connor Global Convertible				

Arbitrage Master Ltd. (65)	10,000,000	469,924	0
US Bank FBO Benedictine Health Systems (66)	160,000	7,518	0
Vanguard Convertible Securities Fund, Inc. (67)	13,785,000	647,791	0
Xavex Convertible Arbitrage 2 Fund (68)	600,000	28,195	0
Xavex Convertible Arbitrage 7 Fund (69)	906,000	42,575	0
Xavex Convertible Arbitrage 10 Fund (70)	1,600,000	75,187	0
Zeneca Holdings Trust (71)	725,000	34,069	0
Zurich Institutional Benchmark Master Fund LTD (72)	300,000	14,097	0
Zurich Institutional Benchmarks Master Fund LTD (73)	756,000	35,526	0

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* Other selling securityholders may be identified at a later date.

Certain selling securityholders are, or are affiliates of, registered broker-dealers. These selling securityholders have represented that they acquired their securities in the ordinary course of business and, at the time of the acquisition of the securities, had no agreements or understandings, directly or indirectly, with any person to distribute the securities. To the extent that we become aware that any such selling securityholders did not acquire its securities in the ordinary course of business or did have such an agreement or understanding, we will file a post-effective amendment to the registration statement of which this prospectus is a part to designate such person as an "underwriter" within the meaning of the Securities Act of 1933.

** Assumes conversion of all of the holder's notes at a conversion rate of 46.9925 shares of common stock per 1,000 principal amount at maturity of the notes. This conversion rate is subject to adjustment as described under "Description of Notes--Conversion Rights." As a result, the number of shares of common stock issuable upon conversion of the notes may change in the future. Excludes shares of common stock that may be issued by us upon the repurchase of the notes and fractional shares. Holders will receive a cash adjustment for any fractional share amount resulting from conversion of the notes, as described under "Description of Notes--Conversion Rights."

*** Based on the outstanding shares of Vishay as of October 31, 2003, none of the selling securityholders would beneficially own in excess of 1% of the outstanding shares following the sale of securities in the offering.

(1) Akanthos Capital Management, LLC is the general partner and investment advisor of Akanthos Arbitrage Master Fund, L.P. Michael Kao is the managing member of Akanthos Capital and as such has voting and dispositive power over the securities held by the fund. Mr. Kao and Akanthos Capital disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(2) Froley Revy Investment Co., Inc. acts as investment advisor for the Alexian Brothers Medical Center with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the medical center. James Barry is a managing director of Froley Revy and the portfolio manager for the medical center on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the medical center.

(3) Allstate Insurance Company is a wholly-owned subsidiary of The Allstate Corporation, a publicly held corporation. Allstate Insurance Company is an affiliate of the following broker-dealers: 1) AFD, Inc., a wholly-owned subsidiary of Allstate Life Insurance Company; 2) Allstate Distribution, LLC, owned equally by Allstate Life and Putnam Investments, Inc.; 3) ALFS, Inc, a wholly-owned subsidiary of Allstate Life; 4) Allstate Financial Services, LLC, a wholly-owned subsidiary of Allstate Life and 5) Allstate Assurance Company, a wholly-owned subsidiary of Allstate Life.

(3A) The shares are held by Allstate Insurance Company and its subsidiary and affiliates as follows: Allstate Insurance Company: 48,588 shares; Allstate Retirement Plan: 19,896 shares; Agents Pension Plan: 6,394 shares; and Allstate New Jersey Insurance Company: 4,000 shares.

Allstate Retirement Plan is a qualified ERISA plan that is maintained for the benefit of certain employees of Allstate Insurance. BNY Midwest Trust Company, as Trustee for the Plan, holds title to all plan investments. Allstate Insurance disclaims any interest in the securities held in this plan although the investment committee for the plan consists of Allstate Insurance officers. Agents Pension Plan is a qualified ERISA plan that is maintained for the benefit of certain agents of Allstate Insurance Company. BNY Midwest Trust Company, as Trustee for such plan, holds title to all plan investments. Allstate Corporation disclaims any interest in securities held in this plan, although the investment committee for the plan consists of Allstate Insurance officers. Allstate Insurance is the parent company of Allstate New Jersey Holdings, LLC, which is the parent company of Allstate New Jersey Insurance Company. Allstate Investments, LLC, an affiliate of Allstate Insurance is the investment manager for AllState New Jersey Insurance Company.

(4) Froley Revy Investment Co., Inc. acts as investment advisor for the Aloha Airlines Non-Pilots Pension Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. James Barry is a managing director of Froley Revy and the portfolio manager for the trust on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the trust.

(5) Froley Revy Investment Co., Inc. acts as investment advisor for the Aloha Pilots Retirement Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. James Barry is a managing director of Froley Revy and the portfolio manager for the trust on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the trust.

(6) Bruce McMahan, Saul Schwartzman and John Gordon are the general partners of Argent Classic Convertible Arbitrage Fund L.P. and as such have voting and dispositive power over the securities held by the fund. Messrs. MacMahan, Schwartzman and Gordon disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(7) Bruce McMahan, Saul Schwartzman and John Gordon are the managing members of Argent LowLev Convertible Arbitrage Fund LLC and as such have voting and dispositive power over the securities held by the fund. Messrs. McMahan, Schwartzman and Gordon disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(8) Henry Cox and Thomas Marshall are the managing members of Argent LowLev Convertible Arbitrage Fund Ltd. and as such have voting and dispositive power over the securities held by the fund. Messrs. Cox and Marshall disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(9) Froley Revy Investment Co., Inc. acts as the investment advisor for the Arkansas PERS with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the Arkansas PERS. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for the Arkansas PERS on behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by the Arkansas PERS.

(10) Bancroft Convertible Fund, Inc. is a publicly-traded closed end investment fund. Davis Dinsmore Management Co. acts as investment advisor for the fund.

(11) Froley Revy Investment Co., Inc. acts as the investment advisor for the Boilermakers Blacksmith Pension Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Ravi Malik is a managing director of Froley Revy and the portfolio manager for the trust on behalf of Froley Revy. Mr. Malik and Froley Revy disclaim beneficial ownership of the securities held by the trust.

(12) Froley Revy Investment Co., Inc. acts as the investment advisor for C&H Sugar Company Inc. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by C&H Sugar. James Barry is a managing director of Froley Revy and the portfolio manager for C&H Sugar on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by C&H Sugar.

(13) Oaktree Capital Management, LLC acts as the investment manager and agent for the Chrysler Corporation Master Retirement Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Lawrence Keele is a principal of Oaktree and the portfolio manager for the trust on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the trust.

(14) David Clarkson is a managing director for Credit Suisse First Boston Europe Limited and as such has voting and dispositive power over the securities held by the fund. Mr. Clarkson disclaims beneficial ownership of the securities held by the fund. Credit Suisse Europe is an affiliate of Credit Suisse First Boston LLC, a registered broker-dealer.

(15) Froley Revy Investment Co., Inc. acts as the investment advisor for the Delaware PERS with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the Delaware PERS. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for the Delaware PERS on behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by the Delaware PERS.

(16) Oaktree Capital Management, LLC acts as the investment advisor and agent for the Delta Airlines Master Trust-CV with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Lawrence Keele is a principal of Oaktree and the portfolio manager for the trust on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the trust.

(17) Froley Revy Investment Co., Inc. acts as the investment advisor for the Delta Airlines Master Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Ravi Malik is a managing director of Froley Revy and the portfolio manager for the trust on behalf of Froley Revy. Mr. Malik and Froley Revy disclaim beneficial ownership of the securities held by the trust.

(18) Oaktree Capital Management, LLC acts as the investment manager and agent for Delta Pilots Disability Survivorship Trust-CV with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Lawrence Keele is a principal of Oaktree and the portfolio manager for the trust on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the trust.

(19) Froley Revy Investment Co., Inc. acts as the investment advisor for Drury University with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the university. James Barry is a managing director of Froley Revy and the portfolio manager for the university on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the university.

(20) Froley Revy Investment Co., Inc. acts as the investment advisor for the Duke Endowment with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by

the endowment. Ravi Malik is a managing director of Froley Revy and the portfolio manager for the endowment on behalf of Froley Revy. Mr. Malik and Froley Revy disclaim beneficial ownership of the securities held by the endowment.

(21) Ellsworth Convertible Growth & Income Fund, Inc. is a publicly-traded closed end investment fund. Davis Dinsmore Management Co. acts as the investment advisor for the fund.

(22) Froley Revy Investment Co., Inc. acts as investment advisor for Froley Revy Convertible Securities Fund and as such has voting and dispositive power over the securities held by the fund. James Barry is a managing director of Froley Revy and the portfolio manager for the fund on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(23) Bisys Hedge Fund Holdings Ltd. acts as the investment manager for Fore Convertible Master Fund Ltd. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Bisys Group Inc., a publicly-held corporation, is the controlling shareholder of Bisys Holdings. Bisys Holdings and Bisys Group disclaim beneficial ownership of the securities held by the fund.

(24) Promethean Asset Management, LLC acts as the investment manager for Gaia Offshore Master Fund, Ltd. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. James F. O'Brien, Jr. is the controlling person of Promethean. Mr. O'Brien and Promethean disclaim beneficial ownership of the securities held by the fund.

(25) GLG Market Neutral Fund is a publicly-held company listed on the Irish Stock Exchange. GLG Partners LP, an English limited partnership, acts as the investment manager of the fund. The general partner of GLG Partners LP is GLG Partners Limited, an English limited company. GLG Partners LP and GLG Partners Limited disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(26) Guggenheim Advisors LLC is the managing member of Guggenheim Portfolio Company VII LLC and as such has voting and dispositive power over the securities held by the fund. Loren Katzovitc, Kevin Felix and Patrick Hughes are the managing members of Guggenheim Advisors. Messrs. Katzovitc, Felix and Hughes and Guggenheim Advisors disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(27) Guggenheim Advisors LLC is the managing member of Guggenheim Portfolio Company VIII LLC and as such has voting and dispositive power over the securities held by the fund. Loren Katzovitc, Kevin Felix and Patrick Hughes are the managing members of Guggenheim Advisors. Messrs. Katzovitc, Felix and Hughes and Guggenheim Advisors disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(28) Froley Revy Investment Co., Inc. acts as the investment advisor for the Hawaiian Airlines Employees Pension Plan-IAM with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the pension plan. James Barry is a managing director of Froley Revy and the portfolio manager for the pension plan on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the pension plan.

(29) Froley Revy Investment Co., Inc. acts as the investment advisor for the Hawaiian Airlines Pension Plan for Salaried Employees with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the pension plan. James Barry is a managing director of Froley Revy and the portfolio manager for the pension plan on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the pension plan.

(30) Froley Revy Investment Co., Inc. acts as the investment advisor for the Hawaiian Airlines Pilots Retirement Plan with respect to the securities indicated in the table and as such has voting and dispositive

power over the securities held by the retirement plan. James Barry is a managing director of Froley Revy and the portfolio manager for the pension plan on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the retirement plan.

(31) Froley Revy Investment Co., Inc. acts as the investment advisor for the Hillbloom Foundation with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the foundation. James Barry is a managing director of Froley Revy and the portfolio manager for the foundation on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by the foundation.

(32) Froley Revy Investment Co., Inc. acts as the investment advisor for the ICI American Holdings Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for the trust on behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by the trust.

(33) JMG Capital Management, LLC, is the general partner of JMG Capital Partners, L.P and as such has voting and dispositive over the securities held by JMG Partners. JMG Capital Management, Inc., is the controlling member of JMG Management. Jonathan M. Glaser is the chief executive officer and director of JMG Management Inc. Mr. Glaser, JMG Management and JMG Capital Management disclaim beneficial ownership of the securities held by JMG Partners except for their pecuniary interest therein.

(33A) Represents shares of common stock issuable upon conversion of Vishay Liquid Yield (TM) Option Notes due 2021.

(34) Pacific Assets Management LLC is the investment manager for JMG Triton Offshore Fund, Ltd. and as such has voting and dispositive power over the securities held by the fund. Pacific Capital Management, Inc. is the managing member of Pacific Assets Management. Roger Richter, Jonathan M. Glaser and Daniel A. David are the controlling shareholders of Pacific Capital Management. Messrs. Richter, Glaser and David, Pacific Asset Management and Pacific Capital Management disclaim beneficial ownership of the securities held by the fund.

(34A) Represents shares of common stock issuable upon conversion of Vishay Liquid Yield (TM) Option Notes due 2021.

(35) TQA Investors, L.L.C. acts as the investment manager for LDG Limited with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by LDG. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for LDG on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by LDG.

(36) TQA Investors, L.L.C. acts as the investment manager for Lexington Vantage Fund with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund.

(37) Promethean Asset Management, LLC acts as the investment manager for Lyxor/Gaia II Fund Ltd. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. James F. O'Brien, Jr. is the controlling person of Promethean. Mr. O'Brien and Promethean disclaim beneficial ownership of the securities held by the fund.

(38) Bruce McMahan, Saul Schwartzman and John Gordon are the investment advisors of Lyxor Master Fund and as such have voting and dispositive power over the securities held by the fund. Messrs. McMahan, Schwartzman and Gordon disclaim beneficial ownership of the securities held by the fund.

(39) J.T. Hensen and John Null act as the investment managers of Man Convertible Bond Master Fund, Ltd. and as such have voting and dispositive power over the securities held by the fund. Messrs. Hensen and Null disclaim beneficial ownership of the securities held by the fund.

(40) Albany Management Company Ltd. and Man Holdings plc are the controlling shareholders of Man Diversified Funds II Limited and as such have voting and dispositive power over the securities held by the fund. Albany Management is owned by Argonaut Limited. The controlling shareholder of Argonaut is Michael Collins. Man Holdings is a subsidiary of Man Group plc, which is a publicly traded UK company. Mr. Collins, Albany Management, Argonaut Limited, Man Holdings and the Man Group disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(41) Man Diversified Funds II Limited is the controlling shareholder of Man Mac 1 Limited. See the preceding footnote for information concerning Man Diversified Funds II.

(42) Maystone Partners, LLC acts as the investment manager for Maystone Continuum Master Fund, Ltd with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Henry J. Pizzutello and Mark R. Connors are the managing members of Maystone Partners. Messrs. Pizzutello and Connors and Maystone Partners disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(43) Oaktree Capital Management, LLC acts as the investment manager and agent for Microsoft Corporation with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by Microsoft. Lawrence Keele is a principal of Oaktree and is the portfolio manager for Microsoft on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by Microsoft.

(44) Oaktree Capital Management, LLC acts as the investment manager and agent for the Motion Picture Industry Health Plan-Active Member Fund with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the fund on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the fund.

(45) Oaktree Capital Management, LLC acts as the investment manager and agent for the Motion Picture Industry Health Plan-Retiree Member Fund with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the fund on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the fund.

(46) Robert Citrino is the managing director of Nomura Securities International Inc. and as such has voting and dispositive power over the securities held by Nomura. Mr. Citrino disclaims beneficial ownership of the securities held by Nomura except for his pecuniary interest therein. Nomura is a registered broker-delear.

(47) Oaktree Capital Management, LLC acts as the investment manager and agent for the OCM Convertible Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the trust on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the trust.

(48) Ted Everett is the portfolio manager for Oppenheimer Convertible Securities Fund with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Mr. Everett disclaims beneficial ownership of the securities held by the fund except for his pecuniary interest therein. The fund is an affiliate of Oppenheimer Funds Distributors, Inc., which is a registered broker-dealer.

(49) Oaktree Capital Management, LLC acts as the investment manager and agent for the Partner Reinsurance Company Ltd. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the trust on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the trust.

(50) Alex Lach is the portfolio manager for the Peoples Benefit Life Insurance Company Teamsters with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by this company. Mr. Lach disclaims beneficial ownership of the securities held by the company.

(51) Froley Revy Investment Co., Inc. acts as the investment advisor for Prudential Insurance Co. of American with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by Prudential. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for Prudential on behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by Prudential.

(52) Oaktree Capital Management, LLC acts as the investment manager and agent for the Qwest Occupational Health Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the trust on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the trust.

(53) TQA Investors, L.L.C. acts as the investment manager for the Sphinx Fund with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund.

(54) J.T. Hensen and John Null act as the investment managers for St. Thomas Trading, Ltd. with respect to the securities indicated in the table and as such have voting and dispositive power over the securities held by St. Thomas Trading. Messrs. Hensen and Null disclaim beneficial ownership of the securities held by St. Thomas Trading.

(55) Oaktree Capital Management, LLC acts as the investment manager and agent for the State Employees' Retirement Fund of the State of Delaware with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the fund on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the fund.

(56) Froley Revy Investment Co., Inc. acts as the investment advisor for State of Oregon/Equity with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by State of Oregon/Equity. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for the fund on behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by State of Oregon/Equity.

(57) Froley Revy Investment Co., Inc. acts as the investment advisor for the State of Oregon/SAIF Corporation with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by State of Oregon/SAIF. James Barry is a managing director of Froley Revy and the portfolio manager for State of Oregon/SAIF on behalf of Frolely Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by State of Oregon/SAIF.

(58) Froley Revy Investment Co., Inc. acts as investment advisor for Sygenta AG with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by Sygenta. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for Sygenta on

behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by Sygenta.

(59) TD Securities (USA) Inc. is a subsidiary of Toronto Dominion Bank, a publicly-held corporation. Fore Advisors LP is the portfolio manager for TD Securities. TD Securities is a registered broker-dealer.

(60) Edward Toy is a managing director of Teachers Insurance and Annuity Association of America and has voting and dispositive power over the securities held by Teachers. Mr. Toy disclaims beneficial ownership of the securities held by Teachers.

(61) Coast Offshore Management (Cayman) Ltd. and Coast Investment Management, L.L.C. are the general partners of The Coast Fund, L.P. and as such have voting and dispositive power over the securities held by the fund. David E. Smith and Christopher D. Pettit are the controlling shareholders of Coast Offshore and the managing members of Coast Investment. Messrs. Smith and Pettit, Coast Offshore and Coast Investment disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(62) TQA Investors, L.L.C. acts as the investment manager for TQA Master Fund, Ltd. and as such has voting and dispositive power over the securities held by the fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(63) TQA Investors, L.L.C. acts as the investment manager for TQA Master Plus Fund, Ltd. and as such has voting and dispositive power over the securities held by this fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(64) TQA Investors, L.L.C. acts as the investment manager for TQA Special Opportunities Master Fund Ltd. and as such has voting and dispositive power over the securities held by the fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(65) UBS O'Connor L.L.C. acts as the investment advisor for O'Connor Global Convertible Arbitrage Master Ltd. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. UBS O'Connor L.L.C. is a subsidiary of UBS AG, which is a publicly-held company. UBS AG has one or more subsidiaries that are registered broker-dealers.

(66) Froley Revy Investment Co., Inc. acts as the investment advisor for US Bank FBO Benedictine Health Systems with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by Benedictine Health Systems. James Barry is a managing director of Froley Revy and the portfolio manager for Benedictine Health Systems on behalf of Froley Revy. Mr. Barry and Froley Revy disclaim beneficial ownership of the securities held by Benedictine Health Systems.

(67) Oaktree Capital Management, LLC acts as investment advisor and agent for the Vanguard Convertible Securities Fund, Inc. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Lawrence Keele is a principal of Oaktree and is the portfolio manager for the fund on behalf of Oaktree. Mr. Keele and Oaktree disclaim beneficial ownership of the securities held by the fund.

(68) Bruce McMahan, Saul Schwartzman and John Gordon are the investment advisors of Xavex Convertible Arbitrage 2 Fund and as such have voting and dispositive power over the securities held by this fund.

Messrs. McMahan, Schwartzman and Gordon disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest in them.

(69) TQA Investors, L.L.C. acts as the investment manager for Xavex Convertible Arbitrage 7 Fund and as such has voting and dispositive power over the securities held by the fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund.

(70) Bruce McMahan, Saul Schwartzman and John Gordon are the investment advisors of Xavex Convertible Arbitrage 10 Fund and as such have voting and dispositive power over the securities held by the fund. Messrs. McMahan, Schwartzman and Gordon disclaim beneficial ownership of the securities held by the fund except for their pecuniary interest therein.

(71) Froley Revy Investment Co., Inc. acts as the investment advisor for the Zeneca Holdings Trust with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the trust. Andrea O'Connell is the chief executive officer of Froley Revy and the portfolio manager for the trust on behalf of Froley Revy. Ms. O'Connell and Froley Revy disclaim beneficial ownership of the securities held by the trust.

(72) Bruce McMahan, Saul Schwartzman and John Gordon are the investment advisors of Zurich Institutional Benchmark Master Fund LTD and as such have voting and dispositive power over the securities held by the fund. Messrs. McMahan, Schwartzman and Gordon disclaim beneficial ownership of the securities held by the fund.

(73) TQA Investors, L.L.C. acts as the investment manager for Zurich Institutional Benchmarks Master Fund LTD. with respect to the securities indicated in the table and as such has voting and dispositive power over the securities held by the fund. Robert Butman, John Idone and Paul Bucci are the investment advisors and the portfolio managers for the fund on behalf of TQA Investors. Messrs. Butman, Idone and Bucci and TQA Investors disclaim beneficial ownership of the securities held by the fund.

PLAN OF DISTRIBUTION

The selling securityholders and their successors, which includes their pledgees, donees, partnership distributees and other transferees receiving the notes or common stock from the selling securityholders in non-sale transfers, may sell the notes and the underlying common stock directly to purchasers or through underwriters, broker-dealers or agents. Underwriters, broker-dealers or agents may receive compensation in the form of discounts, concessions or commissions from the selling securityholders or the purchasers. These discounts, concessions or commissions may be in excess of those customary in the types of transactions involved.

The notes and the underlying common stock may be sold in one or more transactions at:

- fixed prices that may be changed;
- prevailing market prices at the time of sale;
- prices' related to the prevailing market prices;

- varying prices determined at the time of sale; or

- negotiated prices.

These sales may be effected in transactions, which may involve cross or block transactions, in the following manner:

- on any national securities exchange or quotation service on which the notes or the common stock may be listed or quoted at the time of sale;

- in the over-the-counter-market;

- in transactions otherwise than on these exchanges or services or in the over-the-counter market (privately negotiated transactions);

- through the writing and exercise of options, whether these options are listed on an options exchange or otherwise; or

- through any combination of the foregoing.

Selling securityholders may enter into hedging transactions with broker-dealers or other financial institutions which may in turn engage in short sales of the notes or the underlying common stock and deliver these securities to close out short positions. In addition, the selling securityholders may sell the notes and the underlying common stock short and deliver the notes and underlying common stock to close out short positions or loan or pledge the notes or the underlying common stock to broker-dealers that in turn may sell such securities.

Selling securityholders may sell or transfer their notes and shares of common stock issuable upon conversion of the notes other than by means of this prospectus. In particular, any securities covered by this prospectus that qualify for sale pursuant to Rule 144 or Rule 144A under the Securities Act may be sold thereunder, rather than pursuant to this prospectus.

The aggregate proceeds to the selling securityholders from the sale of the notes or underlying common stock will be the purchase price of the notes or common stock less any discounts and commissions. A selling securityholder reserves the right to accept and, together with their agents, to reject any proposed purchase of notes or common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

In order to comply with the securities laws of some jurisdictions, if applicable, the holders of notes and common stock into which the notes are convertible may sell in some jurisdictions through registered or licensed broker dealers. In addition, under certain circumstances in some jurisdictions, the holders of notes and the common stock into which the notes are convertible may be required to register or qualify the securities for sale or comply with an available exemption from the registration and qualification requirements.

Our common stock is listed for trading on the New York Stock Exchange. Since their initial issuance, the notes have been eligible for trading on the PORTAL markets of the New York Stock Exchange. However, notes sold by means of this prospectus are not expected to remain eligible for trading on the PORTAL Market. We do not intend to list the notes for trading on any other automated interdealer quotation system on or any securities exchange. Accordingly, we cannot guarantee that any trading market will develop for the notes.

The selling securityholders and any underwriters, broker-dealers or agents that participate in the sale of the notes and common stock into which the notes are convertible may be deemed to be "underwriters" within the meaning of the Securities Act. In this case, any discounts, commissions, concessions or profit they earn on any resale of the notes or the shares of the underlying common stock may be underwriting discounts and commissions under the Securities Act. In addition, selling securityholders who are deemed to be "underwriters" within the meaning of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act and may be subject to statutory liabilities, including, but not limited to, liabilities under Sections 11, 12 and 17 of the Securities Act.

The selling securityholders and any other persons participating in the distribution of the notes and the underlying common stock will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder. Regulation M of the Exchange Act may limit the timing of purchases and sales of the notes and underlying common stock by the selling securityholders and any such other person. In addition, Regulation M may restrict the ability of any person participating in the distribution to engage in market-making activities with respect to the particular securities being distributed for a period of up to five business days prior to the commencement of the distribution. This may affect the marketability of the notes and the underlying common stock.

If required, the specific notes or common stock to be sold, the names of the selling securityholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement of which this prospectus is a part.

We entered into a registration rights agreement for the benefit of the holders of the notes to register the notes and common stock into which the notes are convertible under applicable federal securities laws under specific circumstances and specific times. Under the registration rights agreement, the selling securityholders and we have agreed to indemnify each other and our respective directors, officers and controlling persons against, and in certain circumstances to provide contribution with respect to, specific liabilities in connection with the offer and sale of the notes and the common stock, including liabilities under the Securities Act. We will pay substantially all of the expenses incident to the registration of the notes and the common stock, except that the selling securityholders will pay all brokers' commissions and, in connection with an underwritten offering, if any, underwriting discounts and commissions. See "Notes -- Registration Rights" above.

LEGAL MATTERS

The validity of the notes and common stock underlying the notes is being passed upon for us by Kramer Levin Naftalis & Frankel LLP, New York, New York.

EXPERTS

The consolidated financial statements of Vishay Intertechnology, Inc. appearing in Vishay's Annual Report (Form 10-K/A) for the year ended December 31, 2002, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon included therein and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. The file number under the Securities Exchange Act of 1934 for our SEC filings is No. 1-07416. You may read and copy materials that we have filed with the SEC at the SEC's public reference room located at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our SEC filings also are available to the public on the SEC's web site at www.sec.gov, which contains reports, proxies and information statements and other information regarding issuers that file electronically.

This prospectus "incorporates by reference" information that we have filed with or furnished to the SEC under the Exchange Act, which means that we are disclosing important information to you by referring you to those documents. Any statement contained in this prospectus or in any document incorporated or deemed to be incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or any subsequently filed document which also is, or is deemed to be, incorporated by reference into this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus. We incorporate by reference into this prospectus the following documents that we have previously filed with the SEC and any future filings that we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus until all of the securities covered by this prospectus are sold by the selling securityholders:

- Our Annual Report on Form 10-K/A for the fiscal year ended December 31, 2002;
- Our Quarterly Report on Form 10-Q for the fiscal quarters ended March 31, 2003 and June 30, 2003;
- Our Current Reports on Form 8-K filed on January 23, 2003, August 1, 2003 and August 8, 2003 and Current Report on Form 8-K/A filed on February 26, 2003; and
- The description of our common stock set forth in our Registration Statement on Form 8-A filed on December 27, 1983, including any amendment or reports filed for the purpose of updating such description.

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

Vishay Intertechnology, Inc.
63 Lincoln Highway
Malvern, PA 19355

Attn: William J. Spires
(610) 644-1360

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. Other Expenses Of Issuance And Distribution

The Registrant is paying all of the expenses related to this offering. The following table sets forth the approximate amount of fees and expenses payable by the Registrant in connection with this Registration Statement and the distribution of the shares of the securities being registered hereby. The selling securityholders will bear all underwriting discounts, commissions or fees attributable to the sale of the registrable securities.

SEC registration fee	$40,450.00
Legal fees and expenses	$75,000.00
Accounting fees and expenses	$25,000.00
Printing and engraving expenses	$50,000.00
Miscellaneous	$9,550.00
Total	$200,000.00

Item 15. Indemnification of Directors and Officers

Section 145 of the Delaware General Corporation Law provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which he is or is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Vishay, and, in any criminal proceeding, if such person had no reasonable cause to believe his conduct was unlawful; provided that, in the case of actions brought by or in the right of Vishay, no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to Vishay unless and only to the extent that the adjudicating court determines that such indemnification is proper under the circumstances.

Vishay's certificate of incorporation provides that every person who is or was a director, officer, employee or agent of Vishay or of any other company, including another corporation, partnership, joint venture, trust or other enterprise which such person serves or served as such at Vishay's request shall be indemnified by Vishay against all judgments, payments in settlement, fines, penalties, and other reasonable costs and expenses resulting from any action, proceeding, investigation or claim which is brought or threatened by or in the right of Vishay or by anyone else by reason of such person being or having been a director, officer, employee or agent of Vishay or any act or omission of such person in such capacity. Such indemnification shall be available either if such person is wholly successful in defending such action or if, in the judgment of a court or the Board of Directors of Vishay or in the opinion of independent legal counsel, in the case of a derivative action, such person acted without negligence or misconduct in the performance of his duty to Vishay or in the case of a third-party action, such person acted in good faith in what he reasonably believed to be in the best interests of Vishay and was not adjudged liable to the corporation, and, in any criminal action, had no reasonable cause to believe that his action was unlawful. In the case of a derivative action, such indemnification shall not be made other than in respect of a court approved settlement or if, in the opinion of independent counsel, the person satisfied the standard of conduct specified in the prior sentence, the action was without substantial merit, the settlement was in the best interest of Vishay and the payment is permissible under applicable law. Directors may authorize the advancement of reasonable costs and expenses in connection with any such

action to the extent permitted under Delaware law. Vishay's certificate of incorporation further provides that no director shall have any personal liability to Vishay or to its stockholders for any monetary damages for breach of fiduciary duty, to the extent permitted under the Delaware General Corporation Law.

Vishay maintains $100 million of insurance to reimburse the directors and officers of Vishay and its subsidiaries, for charges and expenses incurred by them for wrongful acts claimed against them by reason of their being or having been directors or officers of Vishay or any of its subsidiaries. Such insurance specifically excludes reimbursement of any director or officer for any charge or expense incurred in connection with various designated matters, including libel or slander, illegally obtained personal profits, profits recovered by Vishay pursuant to Section 16(b) of the Exchange Act and deliberate dishonesty.

Item 16. Exhibits

Exhibit No.	Description
4.1	Indenture, dated as of August 6, 2003, by and between Vishay Intertechnology, Inc. and Wachovia Bank, National Association
4.2	Registration Rights Agreement, dated as of August 6, 2003, by and among Vishay Intertechnology, Inc. and J.P. Morgan Securities Inc., Banc of America Securities LLC and Wachovia Capital Markets, LLC
5.1	Form of Opinion of Kramer Levin Naftalis & Frankel LLP
8.1	Form of Opinion of Kramer Levin Naftalis & Frankel LLP as to tax matters
12.1	Statement regarding Computation of Ratio of Earnings to Fixed Charges
23.1	Consent of Ernst & Young LLP
23.2	Consent of Kramer Levin Naftalis & Frankel LLP (included in Exhibit 5.1 and Exhibit 8.1)
24.1	Power of Attorney (included on the signature page)
25.1	Statement of Eligibility of Wachovia Bank, National Association to act as trustee under the Indenture under the Trust Indenture Act of 1939

Item 17. Undertakings

(a) The 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 of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this 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 this 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 aggregate 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 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this registration statement or any material change to such information in this 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 by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Malvern, Commonwealth of Pennsylvania, on the 4th day of November, 2003.

VISHAY INTERTECHNOLOGY, INC.

By: /S/ FELIX ZANDMAN

Felix Zandman
Chairman of the Board
and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned constitutes and appoints FELIX ZANDMAN and RICHARD N. GRUBB, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign this registration statement (including all pre-effective and post-effective amendments thereto and all registration statements filed pursuant to Rule 462(b) which incorporate this registration statement by reference), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto such 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 such attorneys-in-fact and agents or any of them, or their or his substitute or 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 on November 4, 2003 the capacities indicated below.

SIGNATURE	TITLE
/S/ FELIX ZANDMAN - ---------- DR. FELIX ZANDMAN	Director, Chairman of the Board, and Chief Executive Officer (Principal Executive Officer)
/S/ RICHARD N. GRUBB - ---------- RICHARD N. GRUBB	Executive Vice President, Treasurer and Chief Financial Officer (Principal Financial and Accounting Officer)
/S/ PHILLIPE GAZEAU - ---------- PHILLIPE GAZEAU	Director
/S/ ELI HURVITZ - ---------- ELI HURVITZ	Director
/S/ GERALD PAUL - ---------- GERALD PAUL	Director, President and Chief Operating Officer
/S/ DR. ABRAHAM LUDOMIRSKI - ---------- DR. ABRAHAM LUDOMIRSKI	Director

/S/ DR. EDWARD B. SHILS Director
- ----------
DR. EDWARD B. SHILS

/S/ ZIV SHOSHANI Director
- ----------
ZIV SHOSHANI

/S/ MARK I. SOLOMON Director
- ----------
MARK I. SOLOMON

/S/ JEAN-CLAUDE TINE Director
- ----------
JEAN-CLAUDE TINE

/S/ MARC ZANDMAN Director and Vice Chairman of the Board
- ----------
MARC ZANDMAN

/S/ RUTA ZANDMAN Director
- ----------
RUTA ZANDMAN

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VISHAY INTERTECHNOLOGY, INC.

and

WACHOVIA BANK, NATIONAL ASSOCIATION
as Trustee

3 5/8% Convertible Subordinated Notes due 2023

INDENTURE

Dated as of August 6, 2003

TABLE OF CONTENTS

ARTICLE 4

REDEMPTION AND PURCHASE

ARTICLE 5

SUCCESSORS

ARTICLE 6

DEFAULTS AND REMEDIES

ARTICLE 7

THE TRUSTEE

ARTICLE 8

SATISFACTION AND DISCHARGE OF INDENTURE

ARTICLE 9

AMENDMENTS

ARTICLE 10

GENERAL PROVISIONS

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	Indenture Section
310(a)(1)	8.10
(a)(2)	8.10, 11.10
(a)(3)	n/a
(a)(4)	n/a
(a)(5)	n/a
(b)	8.08, 8.10, 11.02
(c)	n/a
3.11(a)	8.11
(b)	8.11
(c)	n/a
312(a)	2.05
(b)	11.03
(c)	n/a
313(a)	8.06
(b)(1)	n/a
(c)	8.06, 11.02
(d)	8.06
314(a)	3.02, 11.02
(b)	n/a
(c)(1)	11.04
(c)(2)	11.04
(c)(3)	n/a
(d)	n/a
(e)	11.05
315(a)	8.01(b)
(b)	8.05, 11.02
(c)	8.01(a)
(d)	8.01(c)
(e)	7.11
316(a)(last sentence)	2.09
(a)(1)(A)	7.05
(a)(1)(B)	7.04
(a)(2)	n/a
(b)	7.07
(c)	10.04

317(a)(1).....	7.08
(a)(2).....	7.09
(b).....	2.04
318(a).....	11.01
(b).....	n/a
(c).....	11.01

- ----------
"n/a" means not applicable.

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

THIS INDENTURE, dated as of August 6, 2003, is between Vishay Intertechnology, Inc., a Delaware corporation (the "Company"), and Wachovia Bank, National Association, a national banking institution incorporated under the laws of the United States of America (the "Trustee"). The Company has duly authorized the creation of its 3 5/8% Convertible Subordinated Notes due 2023 (the "Convertible Subordinated Notes" or the "Notes"), and to provide therefor the Company and the Trustee have duly authorized the execution and delivery of this Indenture. Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders from time to time of the Notes:

ARTICLE 1

DEFINITIONS

SECTION 1.01. Definitions.

"Additional Amounts" shall be as set forth in paragraph 16 of the Note, the form of which is attached as Exhibit A hereto, qualified by reference to, and is subject in its entirety to, the more complete description thereof contained in the Registration Rights Agreement.

"Affiliate" of any specified person means any other person directly or indirectly controlling, controlled by, or under direct or indirect common control of with such specified person. For the purposes of this definition, "control" when used with respect to any specified person means the power to direct or cause the direction of management or 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 of the foregoing.

"Agent" means any Registrar, Paying Agent, Conversion Agent or co-registrar.

"Agent Member" means any member of, or participant in, the Depositary.

"Board of Directors" means the Board of Directors of the Company or any authorized committee of the Board of Directors.

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

"Class B Common Stock" shall mean the shares of Class B common stock, $0.10 par value per share, of the Company as it exists on the date of this Indenture or any shares of Capital Stock of the Company into which the Class B Common Stock shall be reclassified or changed.

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

"Common Stock" shall mean the shares of common stock (other than the Class B Common Stock), $0.10 par value per share, of the Company as it exists on the date of this Indenture or any other shares of Capital Stock of the Company into which the Common Stock shall be reclassified or changed.

"Company" means the party named as such above until a successor replaces it in accordance with Article 5 and thereafter means the successor. References to the Company shall not include any Subsidiary.

"Continuing Director" means a director who either was a member of the Board of Directors on July 31, 2003 or who becomes a member of the Board of Directors subsequent to that date and whose election, appointment or nomination for election by the stockholders of the Company is duly approved by a majority of the Continuing Directors on the Board of Directors at the time of such approval, either by a specific vote or by approval of the proxy statement issued by the Company on behalf of the Board of Directors in which such individual is named as nominee for director.

"Conversion Price" shall be as specified in paragraph 9 of the Note, the form of which is attached hereto as Exhibit A, as adjusted in accordance with the provisions of Article 11.

"Conversion Rate" shall have the meaning set forth in Article 12 and paragraph 9 of the Note, the form of which is attached hereto as Exhibit A, subject to adjustment in accordance with the provisions of Article 11.

"Convertible Subordinated Notes" or the "Notes" means the 3 5/8% Convertible Subordinated Notes due 2023 issued, authenticated and delivered pursuant to this Indenture.

"Corporate Trust Office" or other similar term means the corporate trust office of the Trustee at which at any particular time the trust created by this Indenture shall principally be administered; as of the date hereof, the Corporate Trust Office is located at 123 South Broad Street, Philadelphia, Pennsylvania, 19109, Attention: Corporate Trust Administration, PA1249, Facsimile: (215) 670-6340.

"Credit Agreement" means the Amended and Restated Long Term Revolving Credit Agreement, dated as of June 1, 1999, as amended, between the Company, Comerica Bank, as administrative agent, and the lenders named therein, as the same may be modified, amended, restated or refinanced from time to time.

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

"Depositary" means, with respect to any Global Securities, a clearing agency that is registered as such under the Exchange Act and is designated by the Company to act as Depositary for such Global Securities (or any successor securities clearing agency so registered), which shall initially be DTC.

"DTC" means The Depository Trust Company, a New York corporation.

"ex-dividend date" shall have the meaning set forth in Article 12 hereof and paragraph 9 of the Note, the form of which is attached hereto as Exhibit A.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

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

"Global Securities Legend" means the legend labeled as such and that is set forth in Exhibit A hereto.

"Holder" means a person in whose name the Notes are registered on the Registrar's books.

"Indenture" means this Indenture as amended or supplemented from time to time.

"Initial Purchasers" means J.P. Morgan Securities Inc., Banc of America Securities LLC, Wachovia Capital Markets, LLC. and the other Initial Purchasers named in the Purchase Agreement.

"Interest Payment Date" means February 1 and August 1 of each year, beginning February 1, 2004.

"Market Price" means the average of the last reported sale prices of the shares of Common Stock for the five day trading period ending on the third trading day prior to the applicable Purchase Date, Fundamental Change Repurchase Date or Conversion Date, as the case may be, appropriately adjusted to take into account the occurrence, during the period commencing on the first of such trading days during such five trading day period and ending on such Purchase Date, Fundamental Change Repurchase Date or Conversion Date, as the case may be, of any event described in Section 11.05; subject, however, to the conditions set forth in Section 11.05.

"Material Subsidiary" means a Subsidiary of the Company, including such Subsidiary's subsidiaries, which meets any of the following conditions:

(i) the Company and its other Subsidiaries' investments in and advances to such Subsidiary exceed 5% of the total assets of the Company and its Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

(ii) the Company and its other Subsidiaries' proportional share of the total assets (after intercompany eliminations) of such Subsidiary exceeds 5% of the total assets of the Company and its Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

(iii) the Company and its other Subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of such Subsidiary exceeds 5% of such income of the Company and its Subsidiaries consolidated as of the end of the most recently completed fiscal year.

"Maturity Date" means August 1, 2023.

"Offering Memorandum" means the final offering memorandum, dated July 31, 2003, relating to the Notes, including any supplements and amendments thereto.

"Officer" means the Chairman of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Chief Accounting Officer, any Executive Vice President, Senior Vice President or Vice President (whether or not designated by a number or numbers or word or words before or after the title "Vice President"), the Treasurer, the Secretary and any Assistant Treasurer or any Assistant Secretary of the Company.

"Officer's Certificate" means a certificate signed by an Officer of the Company.

"Opinion of Counsel" means a written opinion from legal counsel, who may be an employee of or counsel to the Company or the Trustee, except to the extent otherwise indicated in this Indenture.

"Permitted Junior Securities" means securities of the Company or any other corporation that are equity securities or are subordinated in right of payment to all Senior Indebtedness that may at the time be outstanding to substantially the same extent as, or to a greater extent than, the Notes are subordinated as provided in Article 13.

"Permitted Holder" means each of Dr. Felix Zandman or his wife, children or lineal descendants, the Estate of Mrs. Luella B. Slaner or her children or lineal descendants, any trust established for the benefit of such persons, or any "person" (as such term is used in Section 13(d) or 14(d) of the Exchange Act), directly or indirectly, controlling, controlled by or under common control with any such person mentioned in this paragraph or any trust established for the benefit of such persons or any charitable trust or non-profit entry established by a Permitted Holder, or any group in which such Permitted Holders hold more than a majority of the voting power of the Common Stock and Class B Common Stock deemed to be beneficially owned by such group.

A "person" means any individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, limited liability company or government or any agency or political subdivision thereof.

"Premium" means any premium payable under the terms of the Notes.

"Purchase Agreement" means the Purchase Agreement related to the Notes, dated July 31, 2003, between the Company and the Initial Purchasers.

"Qualified Institutional Buyer" has the meaning assigned to that term in Rule 144A under the Securities Act

"Purchase Date" means August 1, 2008, August 1, 2010, August 1, 2013 and August 1, 2018, as applicable, as specified in the relevant Purchase Notice.

"Redemption Date" means the business day specified for redemption of the Notes in accordance with the terms of the Notes and this Indenture, as set forth in a notice of redemption.

"Registration Rights Agreement" means the Registration Rights Agreement relating to the Notes and the Common Stock issuable upon conversion of such Notes, dated August 6, 2003, between the Company and the Initial Purchasers, as such agreement may be amended, modified or supplemented from time to time.

"Regular Record Date" means the January 15 or July 15 immediately preceding each Interest Payment Date.

"Restricted Common Stock Legend" means the legend labeled as such and that is set forth in Exhibit B hereto.

"Restricted Securities Legend" means the legend labeled as such and that is set forth in Exhibit A hereto.

"Rule 144" means Rule 144 promulgated under the Securities Act and any successor rule or regulation of the Securities and Exchange Commission.

"Rule 144A means Rule 144A promulgated under the Securities Act and any successor rule or regulation of the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Senior Indebtedness" means, without duplication, the principal of (and premium, if any) and unpaid interest on all present and future (i) indebtedness of the Company for borrowed money including, without limitation, under the Credit Agreement and whether secured or unsecured, (ii) obligations of the Company evidenced by bonds, debentures, notes or similar instruments, (iii) obligations of the Company under (a) interest rate swaps, caps, collars, options and similar arrangements, (b) any foreign exchange contract, currency swap contract, futures contract, currency option contract, or other foreign currency hedge or any other hedging arrangements, and (c) credit swaps, caps, floors, collars and similar arrangements, (iv) indebtedness incurred, assumed or guaranteed by the Company in connection with the acquisition by it or a Subsidiary of any business, properties or assets (except purchase-money indebtedness classified as accounts payable under generally accepted accounting principles), (v) obligations of the Company as lessee under leases required to be capitalized on the balance sheet of the lessee under generally accepted accounting principles, (vi) reimbursement obligations of the Company in respect of letters of credit, banker's acceptances, security purchase facilities or similar credit transactions relating to indebtedness or other obligations of the Company that qualify as indebtedness or obligations of the kind referred to in clauses (i) through (v) above, (vii) pension plan obligations, and (viii) obligations of the Company under direct or indirect guarantees or to which the Company is liable as an obligor, surety or otherwise in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a

creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above, in each case unless in the instrument creating or evidencing the indebtedness or obligation or pursuant to which the same is outstanding it is provided that such indebtedness or obligation is subordinate to or ranks pari passu in right of payment to the Notes and provided, however, that the Notes shall rank pari passu in right of payment to the Company's Liquid Yield OptionTM Notes (LYONs) due 2021.

"Shelf Registration Statement" shall have the meaning set forth in the Registration Rights Agreement.

A "Subsidiary" means, with respect to any person, (i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other subsidiaries of that person (or a combination thereof) and (ii) any partnership (a) the sole general partner or managing general partner of which is such person or a Subsidiary of such person or (b) the only general partners of which are such person or of one or more subsidiaries of such person (or any combination thereof).

"TIA" means the Trust Indenture Act of 1939 (15 U.S. Code ss.ss. 77aaa-77bbbb) as in effect on the date of execution of this Indenture, except as provided in Sections 10.03 and 12.07.

"trading price" shall have the meaning specified in Article 12 hereof and paragraph 9 of the Note, the form of which is attached hereto as Exhibit A.

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

"Trustee" means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor.

SECTION 1.02. Other Definitions.

	Defined in Section
"Bankruptcy Law"	6.01(g)
"business day"	10.07
"Company's Notice"	4.08(h)
"Company's Notice Date"	4.08(h)
"Conversion Agent"	2.03
"Conversion Date"	11.02(d)
"Current Market Price"	11.05(g)(1)

"Custodian"	6.01(g)
"Event of Default"	6.01
"Expiration Time"	11.05(f)
"fair market value"	11.05(g)(2)
"Fundamental Change"	4.09(a)
"Fundamental Change Date"	4.09(b)
"Fundamental Change Notice"	4.09(b)
"Fundamental Change Offer"	4.09(b)
"Fundamental Change Offer Termination Date"	4.09(c)
"Fundamental Change Repurchase Date"	4.09(b)
"Fundamental Change Repurchase Notice"	4.09(d)
"Fundamental Change Repurchase Price"	4.09(b)
"Global Security"	2.01(a)
"Investment Company Act"	3.09
"last reported sale price"	11.05(g)(3)
"non-electing share"	11.06
"Paying Agent"	2.03
"Purchase Notice"	4.08(a)(i)
"Purchase Price"	4.08(a)
"Purchased Shares"	11.05(f)(ii)
"Record Date"	11.05(g)(4)
"Redemption Price"	4.01(a)
"Register"	2.03
"Registrar"	2.03
"Rule 144A Information"	3.10
"Securities"	11.05(d)
"Special Record Date"	2.12(b)
"trading day"	11.05(g)(5)
"Trigger Event"	11.05(d)

SECTION 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. All other terms in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by Commission rule under the TIA have the meanings so assigned to them.

SECTION 1.04. Rules of Construction.

Unless the context otherwise requires:

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

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular; and

(e) the male, female and neuter genders include one another.

ARTICLE 2

THE CONVERTIBLE SUBORDINATED NOTES

SECTION 2.01. Form.

(a) The Notes are being offered and sold by the Company pursuant to the Purchase Agreement. The Notes are being offered and sold to Qualified Institutional Buyers in reliance on Rule 144A, pursuant to the Purchase Agreement and shall be issued in the form of one or more permanent global securities in definitive, fully registered form without interest coupons with the Global Securities Legend and Restricted Securities Legend as set forth in Exhibit A hereto (each, a "Global Security"). Any Global Security shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, as custodian for the Depositary, and registered in the name of the Depositary or a nominee of the Depositary for the accounts of participants in the Depositary, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of a Global Security may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary or its nominee as hereinafter provided.

(b) This Section 2.01(b) shall apply only to a Global Security deposited with or on behalf of the Depositary. The Company shall execute and the Trustee shall, in accordance with this Section 2.01(b) and the written order of the Company, authenticate and deliver initially one or more Global Securities that (i) shall be registered in the name of Cede & Co. or other nominee of such Depositary and (ii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions or held by the Trustee as custodian for the Depositary.

Agent Members shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depositary or by the Trustee as the custodian of the Depositary or under such Global Security, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Security.

(c) Except as provided in Section 2.10, owners of beneficial interests in Global Securities will not be entitled to receive physical delivery of certificated Notes in definitive form. If applicable, certificated Notes in definitive form will bear the Restricted Securities Legend set forth on Exhibit A unless removed in accordance with Section 2.06(f).

SECTION 2.02. Execution and Authentication.

One Officer shall sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time the Note is authenticated and delivered by the Trustee, the Note shall nevertheless be valid as though the person who signed such Note had not ceased to be such Officer.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

Upon a written order of the Company signed by an Officer of the Company, the Trustee shall authenticate Notes for original issue up to an aggregate principal amount of $450,000,000 (plus up to an additional $50,000,000 aggregate principal amount of Notes that may be sold by the Company to the Initial Purchasers pursuant to the option granted pursuant to the Purchase Agreement). The aggregate principal amount of Notes outstanding at any time may not exceed $500,000,000, except as provided in Section 2.07.

The Notes shall be issuable only in registered form without coupons and only in denominations of $1,000 or any integral multiple thereof.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same right as an Agent to deal with the Company or an Affiliate of the Company.

SECTION 2.03. Registrar, Paying Agent and Conversion Agent.

The Company shall maintain or cause to be maintained in such locations as it shall determine, which may be the Corporate Trust Office, an office or agency: (i) where securities may be presented for registration of transfer or for exchange ("Registrar"); (ii) where Notes may be presented for payment ("Paying Agent"); (iii) an office or agency where Notes may be presented for conversion (the "Conversion Agent"); and (iv) where notices and demands to or upon the Company in respect of Notes and this Indenture may be served by the Holders. The Registrar shall keep a Register ("Register") of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars, one or more additional paying agents and one or more additional conversion agents. The term "Registrar" includes any additional registrar, the term "Paying Agent" includes any additional paying agent and the term "Conversion Agent" includes any additional Conversion Agent. The Company may change any Paying Agent, Registrar, Conversion Agent or co-registrar without prior notice. The Company shall notify the Trustee of the name and address of any Agent not a party to this Indenture and shall enter into an appropriate agency agreement with any Registrar, Paying Agent, Conversion Agent or co-registrar not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company or any of its subsidiaries may act as Paying Agent, Registrar, Conversion Agent or co-registrar, except that for purposes of Article 6 and Section 4.09, neither the Company nor any of its subsidiaries shall act as Paying Agent. If the

Company fails to appoint or maintain another entity as Registrar, or Paying Agent or Conversion Agent, the Trustee shall act as such, and the Trustee shall initially act as such.

SECTION 2.04. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent (other than the Trustee, who hereby so agrees) to agree in writing that the Paying Agent will hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal of, interest or Additional Amounts, if any, on, or the Redemption Price, Purchase Price or Fundamental Change Repurchase Price for, the Notes, and will notify the Trustee of any default by the Company in respect of making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent shall have no further liability for the money. If the Company or a Subsidiary of the Company acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent.

SECTION 2.05. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with TIA ss. 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven business days before each Interest Payment Date, and as the Trustee may request in writing within fifteen (15) days after receipt by the Company of any such request (or such lesser time as the Trustee may reasonably request in order to enable it to timely provide any notice to be provided by it hereunder), a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

SECTION 2.06. Transfer and Exchange.

(a) When Notes are presented to the Registrar or a co-registrar with a request to register a transfer or to exchange them for an equal principal amount of Notes for other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. To permit registrations of transfers and exchanges, the Company shall issue and the Trustee shall authenticate Notes at the Registrar's request, bearing registration numbers not contemporaneously outstanding. No service charge shall be made to a Holder for any registration of transfer or exchange (except as otherwise expressly permitted herein), but the Company and the Registrar may require payment of a sum sufficient to cover any transfer tax or other governmental charge payable upon exchanges from the Holder requesting such registration of transfer or exchange.

(b) The Company shall not be required to make, and the Registrar need not register, transfers or exchanges of any Notes selected for redemption (except, in the case of Notes to be redeemed in part, the portion thereof not to be redeemed) or any Notes in respect of which a Purchase Notice or Fundamental Change Repurchase Notice has been given and not withdrawn by the Holder thereof in accordance with the terms of this Indenture (except, in the case of Notes to be purchased in part, the portion thereof not to be purchased).

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

(d) Notwithstanding any provision to the contrary herein, so long as a Global Security remains outstanding and is held by or on behalf of the Depositary, transfers of a Global Security, in whole or in part, shall only be made in accordance with Sections 2.01(b) and 2.10; provided, however, that, subject to 2.01(b), beneficial interests in a Global Security may be transferred to persons who take delivery thereof in the form of a beneficial interest in the Global Security in accordance with the transfer restrictions set forth under the heading "Notice to Investors" in the Offering Memorandum and, if applicable, in the Restricted Securities Legend.

Except for transfers or exchanges made in accordance with Section 2.10, transfers of a Global Security shall be limited to transfers of such Global Security in whole, but not in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(e) In the event that a Global Security is exchanged for certificated Notes in definitive form pursuant to Section 2.10(b) prior to the effectiveness of a Shelf Registration Statement with respect to such Notes, such exchange may occur, and such Notes may be further exchanged or transferred, only upon receipt by the Registrar of (1) such Global Security or such Notes in definitive form, duly endorsed as provided herein, as applicable, (2) instructions from the Holder directing the Trustee to authenticate and deliver one or more Notes in definitive form of the same aggregate principal amount as the Global Security or the Notes in definitive form (or portion thereof), as applicable, to be transferred, such instructions to contain the name or names of the designated transferee or transferees, the authorized denomination or denominations of the Notes in definitive form to be so issued and appropriate delivery instructions, and (3) such certifications or other information and, in the case of transfers pursuant to Rule 144 or any other exemption from registration under the Securities Act (other than a transfer to a Qualified Institutional Buyer pursuant to Rule 144A), legal opinions as the Company may reasonably require to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act (including the certification requirements intended to ensure that such transfers comply with Rule 144A), and upon compliance with such other procedures as may from time to time be adopted by the Company and the Registrar.

(f) Except in connection with a Shelf Registration Statement contemplated by and in accordance with the terms of the Registration Rights Agreement, if Notes are issued upon the registration of transfer, exchange or replacement of Notes bearing a Restricted Securities Legend, or if a request is made to remove such a Restricted Securities Legend on the Notes, the Notes so issued shall bear the Restricted Securities Legend, or a Restricted Securities Legend shall not be removed, as the case may be, unless there is delivered to the Company such satisfactory evidence, which, in the case of a transfer made pursuant to Rule 144 or any other exemption from registration under the Securities Act (other than a transfer to a Qualified Institutional Buyer pursuant to Rule 144A), may include an opinion of counsel, as may be reasonably required by the Company, that neither the legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule

144A or Rule 144 or that such Notes are not "restricted" within the meaning of Rule 144. Upon provision to the Company of such satisfactory evidence, the Trustee, at the written direction of the Company, shall authenticate and deliver Notes that do not bear the legend. The Company shall not otherwise be entitled to require the delivery of a legal opinion in connection with any transfer or exchange of Securities.

(g) Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by the Depositary.

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

SECTION 2.07. Replacement Convertible Subordinated Notes.

(a) If a mutilated Note is surrendered to the Trustee or if the Holder claims that its Note has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate and deliver a replacement Note in exchange for any such mutilated Note or in lieu of any such lost or destroyed or stolen Note if the Trustee's and the Company's requirements are met. If required by the Trustee or the Company as a condition of receiving a replacement Note, the Holder must provide a certificate of loss and an indemnity and/or an indemnity bond sufficient, in the judgment of both the Company and the Trustee, to fully protect the Company, the Trustee, any Agent and any authenticating agent from any loss, liability, cost or expense which any of them may suffer or incur if the Note is replaced. The Company and the Trustee may charge the relevant Holder for their expenses in replacing any Note.

(b) The Trustee or any authenticating agent may authenticate any such substituted Note, and deliver the same upon the receipt of such security or indemnity as the Trustee and the Company may require. Upon the issuance of any substituted Note, the Company and the Trustee 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 connected therewith. In case any Note which has matured or is about to mature, submitted for redemption or repurchase pursuant to Article 4 or is about to be converted into Common Stock pursuant to Articles 11 and 12, shall become mutilated or be destroyed, lost or stolen, the Company may, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company, to the Trustee and, if applicable, to the paying agent or conversion agent such security or indemnity as may be required by the Company or the Trustee to save each of them harmless for any loss, liability, cost or expense caused by or connected with such substitution, and, in case of destruction, loss or theft, evidence satisfactory to the Company, the Trustee and, if applicable, any paying agent or conversion agent of the destruction, loss or theft of such Note and of the ownership thereof.

(c) Every replacement Note is an additional obligation of the Company and shall be entitled to all the benefits provided under this Indenture equally and proportionately with all other Notes duly issued, authenticated and delivered hereunder.

SECTION 2.08. Outstanding Convertible Subordinated Notes.

The Notes outstanding at any time are all the Notes properly authenticated by the Trustee except for those cancelled by the Trustee, those delivered to it for cancellation, and those described in this Section as not outstanding.

If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser. A mutilated Note ceases to be outstanding upon surrender of such Note and replacement thereof pursuant to Section 2.07.

If Notes are considered paid under Section 3.01 or converted pursuant to Articles 11 and 12, they cease to be outstanding, and interest and Additional Amounts, if any, on them ceases to accrue.

Subject to Section 2.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

SECTION 2.09. When Treasury Convertible Subordinated Notes Disregarded.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company or an Affiliate of the Company shall be considered as though they are not outstanding except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded.

SECTION 2.10. Temporary Convertible Subordinated Notes.

(a) In the event that definitive Notes are to be issued under the terms of this Indenture, until such definitive Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Notes (printed or lithographed). Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Company considers appropriate for temporary Notes and shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes.

(b) A Global Security deposited with the Depositary or with the Trustee as custodian for the Depositary pursuant to Section 2.01 shall be transferred to the beneficial owners thereof in the form of certificated Notes in definitive form only if such transfer complies with Section 2.06 and (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security or (ii) at any time such Depositary ceases to be a "clearing agency" registered under the Exchange Act and a successor Depositary is not appointed by the Company within 90 days of such notice.

(c) Any Global Security or interest thereon that is transferable to the beneficial owners thereof in the form of certificated Notes in definitive form shall, if held by the Depository, be surrendered by the Depositary to the Trustee, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Security, an equal aggregate principal amount of Notes of authorized denominations in the form of certificated Notes in definitive form. Any portion of a Global Security transferred pursuant to this Section shall be executed, authenticated and delivered only in denominations of $1,000 and any integral multiple thereof and registered in such names as the Depositary shall direct. Any Notes in the form of certificated Notes in definitive form delivered in exchange for an interest in the Global Security shall, except as otherwise provided by Section 2.06(f), bear the Restricted Securities Legend set forth in Exhibit A hereto.

(d) Prior to any transfer pursuant to Section 2.10(b), the registered Holder of a Global Security may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action that a Holder is entitled to take under this Indenture or the Notes.

SECTION 2.11. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else may cancel Notes surrendered for registration of transfer, exchange, payment, replacement, conversion, repurchase or cancellation. Upon written instructions of the Company, the Trustee shall dispose of cancelled Notes in accordance with its procedures for the disposition of cancelled securities in effect as of the date of such disposition and, after such disposition, shall deliver a certificate of disposition to the Company. The Company may not issue new Notes to replace Notes that it has paid or repurchased or that have been delivered to the Trustee for cancellation or that any Holder has (i) converted pursuant to Articles 11 and 12 hereof or (ii) submitted for repurchase pursuant to Article 4 hereof (unless such submission is withdrawn in accordance with the terms of this Indenture).

SECTION 2.12. Defaulted Interest.

(a) If the Company fails to make a payment of interest on the Notes, it shall pay such defaulted interest plus, to the extent lawful, any interest payable on the defaulted interest, as provided in Section 3.01. It may pay such defaulted interest, plus any such interest payable on it, to the persons who are Holders on a subsequent special record date. The Company shall fix any such record date.

(b) The Company may elect to make payment of any defaulted interest to the persons in whose names the Notes are registered at the close of business on a special record date for the payment of such defaulted interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment (which shall not be less than 20 days after such notice is received by the Trustee unless the Trustee shall consent to an earlier date), 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 on or 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 "Special Record Date"). 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 mailed, first-class postage prepaid, to each Holder of Notes at his address as it appears on the list of Holders maintained pursuant to Section 2.05 not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such defaulted interest and the Special Record Date therefor having been mailed as aforesaid, such defaulted interest shall be paid to the persons in whose names the Notes are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following paragraph (c).

(c) The Company may make payment of any defaulted interest on the Notes in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Notes 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.

SECTION 2.13. CUSIP Number.

The Company in issuing the Notes may use "CUSIP" numbers and, if so, the Trustee shall use CUSIP numbers in notices of repurchase or exchange as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP number printed in the notice or on the Notes and that reliance may be placed only on the other identification numbers printed on the Notes. The Company will promptly notify the Trustee of any change in the CUSIP number.

SECTION 2.14. Restrictions on Transfer.

The Company agrees that it will refuse to register any transfer of Notes or any shares of Common Stock issued upon conversion of Notes that is not made pursuant to a registration statement which has been declared effective under the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act; provided that the provisions of this paragraph shall not be applicable to any Notes which do not bear a Restricted Securities Legend or to any shares of Common Stock evidenced by certificates which do not bear a Restricted Common Stock Legend.

ARTICLE 3

COVENANTS

SECTION 3.01. Payments on the Notes.

The Company shall promptly pay the principal of and interest and Additional Amounts, if any, on the Notes on the dates and in the manner provided in the Notes or pursuant to this Indenture. Principal, interest, Additional Amounts, if any, Redemption Price, Purchase Price and Fundamental Change Repurchase Price, as applicable, shall be considered paid on the date due if the Trustee or Paying Agent (other than the Company or a Subsidiary of the Company) holds as of 11:00 a.m., New York City time, on that date immediately available funds designated for and sufficient to pay all principal, interest, Additional Amounts, if any, Redemption Price, Purchase Price or the Fundamental Change Repurchase Price then due.

To the extent lawful, the Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on (i) overdue principal, at the rate borne by the Notes, compounded semiannually; and (ii) overdue installments of interest and Additional Amounts, if any (without regard to any applicable grace period) at the same rate, compounded semiannually.

SECTION 3.02. Commission and Other Reports.

The Company shall file with the Trustee, within 15 days after it files such annual and quarterly reports, information, documents and other reports with the Commission, copies of its annual report and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe) which the Company is required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act. In the event the Company is at any time no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, it shall provide the Trustee with copies of such information, documents or reports which may be required, in accordance with rules and regulations prescribed by the Commission, pursuant to Section 13 of the Exchange Act. In such event, such reports shall comply with Rule 144A(d)(4) under the Securities Act. The Company also shall comply with the other provisions of TIA Section 314(a). Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of the same shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

SECTION 3.03. Compliance Certificate.

The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company beginning with the fiscal year ending December 31, 2003, an Officer's Certificate stating that a review of the activities of the Company and its subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Company has fully performed its obligations under this Indenture and

further stating, as to such Officer signing such certificate, that to the best of his or her knowledge, the Company is not in default in the performance or observance of any of the terms and conditions hereof (or, if any Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge) and, that to the best of his or her knowledge, no event has occurred and remains in existence by reason of which payments on account of the principal of or interest or Additional Amounts, if any, on the Notes are prohibited.

The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith upon becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

SECTION 3.04. Maintenance of Office or Agency.

The Company shall maintain or cause to be maintained the office or agency required under Section 2.03. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency not maintained by the Trustee. 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, presentations, surrenders, notices and demands with respect to the Notes may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designation.

SECTION 3.05. Continued Existence.

Subject to Article 5, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

SECTION 3.06. Appointments to Fill Vacancies in Trustee's Office.

The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 7.08, a Trustee, so that there shall at all times be a Trustee hereunder.

SECTION 3.07. Stay, Extension and Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter enforced, that may affect the Company's obligation to pay the Notes; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law insofar as such law applies to the Notes, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

SECTION 3.08. Taxes.

The Company shall, and shall cause each of its subsidiaries to, pay prior to delinquency all taxes, assessments and government levies; provided, however, that the Company shall not be required to pay or cause to be paid any such tax, assessment or levy (i) if the failure to do so will not, in the aggregate, have a material adverse impact on the Company and its subsidiaries taken as a whole, or (ii) if the amount, applicability or validity is being contested in good faith by appropriate proceedings.

SECTION 3.09. Investment Company Act.

As long as any Notes are outstanding, the Company will conduct its business and operations so as not to become an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "Investment Company Act"), and will take all steps required in order for it to continue not to be an "investment company" and not to be required to be registered under the Investment Company Act, including, if necessary, redeployment of the assets of the Company.

SECTION 3.10. Delivery of Certain Information.

At any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act, upon the request of a Holder or any beneficial holder of Notes or shares of Common Stock issued upon conversion thereof, the Company will promptly furnish or cause to be furnished Rule 144A Information (as defined below) to such Holder or any beneficial holder of Notes or holder of shares of Common Stock issued upon conversion of Notes, or to a prospective purchaser of any such security designated by any such holder, as the case may be, to the extent required to permit compliance by such Holder or holder with Rule 144A in connection with the resale of any such security. "Rule 144A Information" shall be such information as is specified pursuant to Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

REDEMPTION AND PURCHASE

SECTION 4.01. Right to Redeem; Notices to Trustee.

(a) The Company, at its option, may redeem all or a portion of the Notes on or after August 1, 2010 at a redemption price in cash ("Redemption Price") equal to 100% of the principal amount thereof, plus any accrued and unpaid interest to, but excluding, the Redemption Date.

(b) If the Company elects to redeem Notes pursuant to the terms of the Notes and this Indenture, it shall notify the Trustee in writing of the Redemption Date, the principal amount of Notes to be redeemed and the Redemption Price payable on the Redemption Date. The Company shall deliver to the Trustee the notice of redemption provided for in this Section 4.01 by means of a written request or order signed in the name of the Company by any Officer at least 45 days before the Redemption Date (unless a shorter notice shall be satisfactory to the Trustee). If fewer than all of the Notes are to be redeemed, the record date relating to such redemption

shall be selected by the Company and given to the Trustee, which record date shall not be fewer than 15 days after the date of notice to the Trustee (unless a shorter notice shall be satisfactory to the Trustee). Any such notice may be cancelled at any time prior to notice of such redemption being mailed to any Holder and shall be thereby be void and of no effect.

Selection of Notes to Be Redeemed.

(c) If less than all the Notes are to be redeemed, the Trustee shall select the Notes to be redeemed pro rata or by lot or by any other method the Trustee considers fair and appropriate (so long as such method is not prohibited by the rules of any stock exchange on which the Notes are then listed). The Trustee shall make the selection at least 30 days but not more than 60 days before the Redemption Date from outstanding Notes not previously called for redemption.

(d) Notes and portions of them the Trustee selects shall be in principal amounts of $1,000 or an integral multiple of $1,000. Provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption. The Trustee shall notify the Company promptly of the amount of Notes or portions thereof to be redeemed.

(e) If any Note selected for partial redemption is converted in part before termination of the conversion right with respect to the portion of the Notes so selected, the converted portion of such Notes shall be deemed (so far as may be) to be the portion selected for redemption. Notes that have been converted during a selection of Notes to be redeemed may be treated by the Trustee as outstanding for the purpose of such selection.

SECTION 4.02. Notice of Redemption.

(a) At least 30 days but not more than 60 days before a Redemption Date, the Company shall mail a notice of redemption by first-class mail, postage prepaid, to each Holder of Notes to be redeemed. The notice shall identify the Notes to be redeemed and shall state:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) the then current Conversion Price;

(iv) the name and address of the Paying Agent and Conversion Agent;

(v) that Notes called for redemption may be converted at any time prior to the close of business on the second business day immediately preceding the Redemption Date;

(vi) that Holders who want to convert Notes must satisfy the requirements set forth in paragraph 9 of the Note;

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

(viii) if fewer than all the outstanding Notes are to be redeemed, the certificate number and principal amounts of the particular Notes to be redeemed;

(ix) that, unless the Company defaults in making payment of such Redemption Price, the Notes called for redemption will cease to be outstanding and interest, including any defaulted interest and Additional Amounts, if any, on the Notes called for redemption will cease to accrue on and after the Redemption Date;

(x) the election of the Company (which, subject to the provisions of Article 11 hereof, shall be irrevocable) to deliver shares of Common Stock or to pay cash in lieu of delivery of shares of Common Stock with respect to any Notes that may be converted after the mailing of such notice and prior to the Redemption Date;

(xi) the CUSIP number, if any, printed on the Notes to be redeemed; and

(xii) that all rights of the Holder will terminate on and after the Redemption Date (other than the right to receive the Redemption Price upon delivery or transfer of the Notes called for redemption).

(b) At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense, provided that the Company makes such request at least 15 days (unless a shorter period shall be satisfactory to the Trustee) prior to the date such notice of redemption must be mailed.

SECTION 4.03. Effect of Notice of Redemption.

Once notice of redemption is given pursuant to Section 4.03, Notes called for redemption become due and payable on the Redemption Date and at the Redemption Price stated in the notice of redemption, except for Notes which are converted in accordance with the terms of this Indenture. Upon surrender to the Paying Agent, such Notes shall be paid at the Redemption Price stated in the notice of redemption.

SECTION 4.04. Deposit of Redemption Price.

(a) Prior to 11:00 a.m. (New York City time) on the Redemption Date, the Company shall deposit with the Paying Agent (or if the Company or a Subsidiary or an Affiliate of either of them is the Paying Agent, shall segregate and hold in trust) money sufficient to pay the Redemption Price for all Notes to be redeemed on that date other than Notes or portions of Notes called for redemption which on or prior thereto have been delivered by the Company to the Trustee for cancellation or have been converted. The Paying Agent shall as promptly as practicable return to the Company any money not required for that purpose because of conversion of Notes pursuant to Articles 11 and 12. If such money is then held by the Company or its Subsidiary or an Affiliate of either of them, as Paying Agent, in trust and is not required for such purpose it shall be discharged from such trust.

(b) If as of 11:00 a.m. (New York City time) on any Redemption Date the Paying Agent holds money sufficient to pay in full the Redemption Price for all Notes to be redeemed on such Redemption Date, other than Notes or portions of Notes called for redemption which on

or prior thereto have been delivered by the Company to the Trustee for cancellation or have been converted, the Notes will cease to be outstanding immediately following the close of business on the Redemption Date and interest and Additional Amounts, if any, on the Notes so purchased will cease to accrue on and after such Redemption Date. In such event, all rights of the Holder will terminate, other than the right to receive the Redemption Price upon delivery or transfer of the Notes to be so purchased.

SECTION 4.05. Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Company shall execute and the Trustee shall authenticate and deliver to the Holder a new Note in an authorized denomination equal in principal amount to the unredeemed portion of the Notes surrendered.

SECTION 4.06. Arrangement on Call for Redemption.

(a) In connection with any redemption of Notes, the Company may arrange at or shortly before the time of the redemption for the purchase of any Notes called for redemption by an agreement with one or more investment banks or other purchasers to purchase such Notes by paying to the Trustee in trust for the Holders, on or prior to 11:00 a.m. (New York City time) on the Redemption Date, an amount that, together with any amounts deposited with the Trustee by the Company for the redemption of such Notes, is not less than the Redemption Price of such Notes. Notwithstanding anything to the contrary contained in this Article 4, the obligation of the Company to pay the Redemption Prices of such Notes shall be deemed to be satisfied and discharged to the extent such amount is so paid by such purchasers.

(b) If such an agreement is entered into, any Notes not duly surrendered for conversion by the Holders thereof may, at the option of the Company, be deemed, to the fullest extent permitted by law, acquired by such purchasers from such Holders as of the close of business on the Redemption Date, subject to payment of the above amount as aforesaid.

(c) The Trustee shall hold and pay to the Holders whose Notes are selected for redemption any such amount paid to it for purchase in the same manner as it would moneys deposited with it by the Company for the redemption of Notes. Without the Trustee's prior written consent, no arrangement between the Company and such purchasers for the purchase of any Notes shall increase or otherwise affect any of the powers, duties, responsibilities or obligations of the Trustee as set forth in this Indenture, and the Company agrees to indemnify the Trustee from, and hold it harmless against, any loss, liability or expense arising out of or in connection with any such arrangement for the purchase of any Notes between the Company and such purchasers, including the costs and expenses incurred by the Trustee in the defense of any claim or liability arising out of or in connection with the exercise or performance of any of its powers, duties, responsibilities or obligations under this Indenture.

SECTION 4.07. Purchase of Notes at the Option of the Holders.

(a) Notes shall be purchased by the Company, in whole or in part, at a purchase price (the "Purchase Price") equal to 100% of the principal amount thereof, plus any accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the relevant Purchase Date, at the option of the Holder thereof upon:

(i) delivery to the Paying Agent by the Holder of a written notice of purchase substantially in the form attached in Exhibit A hereto (a "Purchase Notice"), at any time from the opening of business on the date that is at least 20 business days prior to the relevant Purchase Date until the close of business on the third business day prior to such Purchase Date stating:

(A) the relevant Purchase Date;

(B) if certificated notes have been issued, the certificate number of the Notes which the Holder will deliver to be purchased;

(C) the portion of the principal amount of the Notes which the Holder will deliver to be purchased, which portion must be a principal amount of $1,000 or an integral multiple thereof;

(D) that such Notes shall be purchased as of the Purchase Date pursuant to the terms and conditions specified in the Notes and in this Indenture; and

(E) in the event the Company elects, pursuant to Section 4.08(e), to pay the Purchase Price to be paid as of such Purchase Date, in whole or in part, in Common Stock, but such portion of the Purchase Price shall ultimately be payable to such Holder entirely in cash because any of the conditions to payment of the Purchase Price in Common Stock is not satisfied prior to the close of business on such Purchase Date, as set forth in Section 4.08(g), whether such Holder elects (i) to withdraw such Purchase Notice as to some or all of the Notes to which such Purchase Notice relates (stating the principal amount and certificate numbers of the Notes as to which such withdrawal shall relate), or (ii) to receive cash in respect of the entire Purchase Price for all Notes (or portions thereof) to which such Purchase Notice relates; and

(ii) delivery or book-entry transfer of such Note to the Paying Agent for cancellation prior to, on or after the Purchase Date (together with all necessary endorsements) at the offices of the Paying Agent, such delivery being a condition to receipt by the Holder of the Purchase Price therefor; provided, however, that such Purchase Price shall be so paid pursuant to this Section 4.08 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Purchase Notice.

If a Holder, in such Holder's Purchase Notice, fails to indicate such Holder's choice with respect to the election set forth in clause (E) of Section 4.08(a)(i), such Holder shall be deemed to have elected to receive cash in respect of the Purchase Price for all Notes subject to such Purchase Notice in the circumstances set forth in such clause (E).

(b) The Company shall purchase from the Holder thereof, pursuant to this Section 4.08, a portion of a Note if the principal amount of such portion is $1,000 or an integral multiple of $1,000. Provisions of this Indenture that apply to the purchase of all of a Note also apply to the purchase of such portion of such Note.

(c) Any purchase by the Company contemplated pursuant to the provisions of this Section 4.08 shall be consummated by the delivery of the Purchase Price promptly following the later of the Purchase Date and the time of delivery of the Note.

(d) Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Purchase Notice contemplated by this Section 4.08 shall have the right to withdraw such Purchase Notice at any time prior to the close of business on the business day prior to the Purchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 4.10. The Paying Agent shall promptly notify the Company of the receipt by it of any Purchase Notice or written notice of withdrawal thereof.

(e) The Notes to be purchased pursuant to Section 4.08(a) may be paid for, at the election of the Company, in cash or in Common Stock valued at the Market Price, or in any combination of cash and shares of Common Stock, subject to the conditions set forth in Sections 4.08(f) and (g). The Company shall designate, in the Company's Notice delivered pursuant to Section 4.08(h), whether the Company will purchase the Notes for cash or shares of Common Stock, or, if a combination thereof, the percentages of the Purchase Price of Notes in respect of which it will pay cash or shares of Common Stock; provided that the Company shall pay cash for fractional shares of Common Stock. For purposes of determining the existence of potential fractional shares of Common Stock, all Notes subject to purchase by the Company held by a Holder shall be considered together (no matter how many separate certificates are to be presented). Each Holder whose Notes are purchased pursuant to this Section 4.08 shall receive the same percentage of cash or shares of Common Stock in payment of the Purchase Price for such Notes, except (i) as provided in Section 4.08(g) with regard to the payment of cash in lieu of fractional shares of Common Stock and (ii) in the event that the Company is unable to purchase the Notes of a Holder or Holders for shares of Common Stock because any necessary qualifications or registrations of the shares of Common Stock under applicable state or foreign securities laws cannot be obtained, the Company may purchase the Notes of such Holder or Holders for cash. The Company may not change its election with respect to the consideration (or components or percentages of components thereof) to be paid once the Company has given the Company's Notice to Holders except pursuant to this Section 4.08(e) or pursuant to Section 4.08(g) in the event of a failure to satisfy, prior to the close of business on the Purchase Date, any condition to the payment of the Purchase Price, in whole or in part, in shares of Common Stock.

If the Company elects to pay all or part of the Purchase Price in shares of Common Stock, the portion of interest attributable to the period from the later of August 6, 2003 and the date on which interest was last paid through the Purchase Date and defaulted interest, if any, with respect to the surrendered Note shall not be cancelled, extinguished or forfeited, but rather shall be deemed to be paid in full to the Holder thereof through the delivery of the shares of Common Stock (together with cash payment, if any, in lieu of fractional Shares) and cash, if any, in exchange for the Note being purchased pursuant to the terms hereof; and such cash and the fair market value of such shares of Common Stock (together with any such cash payment in lieu of fractional shares of Common Stock) shall be treated as delivered pro rata, to the extent thereof, first in exchange for interest accrued through the Purchase Date and defaulted interest, if any, and the balance, if any, of such cash and the fair market value of such shares of Common Stock (and any such cash payment) shall be treated as delivered in exchange for the principal amount of the Note being purchased pursuant to the provisions hereof.

(f) On each Purchase Date, at the option of the Company, the Purchase Price of Notes in respect of which a Purchase Notice pursuant to Section 4.08(a) has been given, or a specified percentage thereof, may be paid by the Company with cash equal to the aggregate Purchase Price of such Notes.

(g) On each Purchase Date, at the option of the Company, the Purchase Price of Notes in respect of which a Purchase Notice pursuant to Section 4.08(a) has been given, or a specified percentage thereof, may be paid by the Company by the issuance of a number of shares of Common Stock equal to the quotient obtained by dividing (i) the amount of cash to which the Holders would have been entitled had the Company elected to pay all or such specified percentage, as the case may be, of the Purchase Price of such Notes in cash by (ii) the Market Price of a share of Common Stock, subject to the next succeeding paragraph.

The Company may not issue a fractional share of Common Stock in payment of the Purchase Price. Instead the Company shall pay cash for the current market value of the fractional share of Common Stock. The current market value of a fraction of a share of Common Stock shall be determined, to the nearest 1/1,000th of a share of Common Stock, by multiplying the Market Price by such fraction and rounding the product to the nearest whole cent. It is understood that if a Holder elects to have more than one Note purchased, the number of shares of Common Stock shall be based on the aggregate amount of Notes to be purchased.

The Company's right to exercise its election to purchase the Notes pursuant to Section 4.08 through the issuance of shares of Common Stock shall be conditioned upon:

(i) the Company's not having given its Company's Notice of an election to pay entirely in cash and its giving of a timely Company's Notice of election to purchase all or a specified percentage of the Notes with shares of Common Stock as provided herein;

(ii) the listing of the shares of Common Stock to be issued in respect of the payment of the Purchase Price on the principal United States national securities exchange on which the shares of Common Stock are then listed or quoted or, if there are no then-listed shares, on the Nasdaq National Market;

(iii) the registration of the shares of Common Stock to be issued in respect of the payment of the Purchase Price under the Securities Act and the Exchange Act, if required; and

(iv) any necessary qualification or registration under applicable state securities laws or the availability of an exemption from such qualification and registration.

The Company may pay the Purchase Price (or any portion thereof) in shares of Common Stock only if the information necessary to calculate the Market Price is published in a daily newspaper of national circulation. If the foregoing conditions are not satisfied prior to the close of business on the Purchase Date and the Company has elected to purchase the Notes pursuant to this Section 4.08 through the issuance of shares of Common Stock, the Company shall pay the entire Purchase Price of the Notes of such Holder or Holders in cash.

(h) The Company's notice of whether it intends to pay the Purchase Price with cash or shares of Common Stock or any combination thereof shall be sent to the Holders (and to beneficial owners as required by applicable law) in the manner provided herein (the "Company's Notice"). The Company's Notice shall be sent to Holders (and to beneficial owners as required by applicable law) not less than 20 business days prior to such Purchase Date (the "Company's Notice Date"). The Company's Notice shall state the manner of payment and shall contain the following information:

In the event the Company has elected to pay the Purchase Price (or a specified percentage thereof) with shares of Common Stock, the Company's Notice shall:

(1) state that each Holder will receive shares of Common Stock in respect of the specified percentage of the Purchase Price of the Notes held by such Holder (except any cash amount to be paid in lieu of fractional shares of Common Stock);

(2) state that the total number of shares of Common Stock to be issued to Holders will be equal to the quotient obtained by dividing (i) the amount of cash to which the Holders would have been entitled had the Company elected to pay all or such specified percentage, as the case may be, of the Purchase Price of such Notes in cash by (ii) the Market Price of a share of Common Stock;

(3) set forth the method of calculating the Market Price of a share of Common Stock; and

(4) state that because the Market Price of a share of Common Stock will be determined prior to the Purchase Date, Holders will bear the market risk with respect to the value of a share of Common Stock to be received from the date such Market Price is determined to the Purchase Date.

In any case, each Company's Notice shall include a form of Purchase Notice to be completed by a Holder and shall state:

(i) the Purchase Price and the Conversion Rate applicable on the Company's Notice Date;

(ii) the name and address of the Paying Agent and the Conversion Agent;

(iii) that Notes as to which a Purchase Notice has been given may be converted pursuant to Article 11 hereof only if the applicable Purchase Notice has been withdrawn in accordance with the terms of this Indenture;

(iv) that Notes must be surrendered to the Paying Agent for cancellation to collect payment;

(v) that the Purchase Price for any Note as to which a Purchase Notice has been given and not withdrawn will be paid promptly following the later of the Purchase Date and the time of surrender of such Note as described in (iv);

(vi) the procedures the Holder must follow to exercise rights under Section 4.08 and a brief description of those rights;

(vii) briefly, the conversion rights of the Notes;

(viii) the procedures for withdrawing a Purchase Notice (including, without limitation, for a conditional withdrawal pursuant to the terms of Section 4.08(a)(i)(E) or Section 4.10);

(ix) that, unless the Company defaults in making payment of such Purchase Price, interest, including defaulted interest, if any, on Notes covered by any Purchase Notice, will cease to accrue on and after the Purchase Date; and

(x) the CUSIP number of the Notes, if applicable.

At the Company's request, the Trustee shall give such Company's Notice in the name of the Company and at the Company's expense; provided, however, that, in all cases, the text of such Company's Notice shall be prepared by the Company. In connection with providing the Purchase Notice, the Company shall publish a notice containing the information contained in such Purchase Notice in a newspaper of general circulation in The City of New York or publish the information on the Company's web site or through such other public medium as the Company may use at that time.

(i) All shares of Common Stock delivered upon purchase of the Notes shall be newly issued shares of Common Stock or shares held in treasury, shall be duly authorized, validly issued, fully paid and nonassessable, and shall be free from preemptive rights and free of any lien or adverse claim.

The Company shall use its best efforts to list or cause to have quoted any share of Common Stock to be issued to purchase Notes on each United States National Securities Exchange or automated over-the-counter trading market in the United States on which the shares of Common Stock are then listed or quoted.

(j) The Company shall deposit cash (in respect of a cash purchase under Section 4.08(f) or for fractional interests, as applicable) or shares of Common Stock, or a combination thereof, as applicable, at the time and in the manner as provided in Section 4.11, sufficient to pay the aggregate Purchase Price of all Notes to be purchased pursuant to this Section 4.08. As soon as practicable after the Purchase Date, the Company shall deliver to each Holder entitled to receive shares of Common Stock through its stock transfer agent, a certificate for the number of shares of Common Stock issuable in payment of the Purchase Price. The Person in whose name the certificate for shares of Common Stock is registered shall be treated as a holder of record of shares of Common Stock on the business day following the Purchase Date. Subject to Section 4.08(g), no payment or adjustment will be made for dividends on any shares of Common Stock delivered in payment of the Purchase Price the record date for which occurred on or prior to the Purchase Date.

(k) If a Holder of a Note is paid in shares of Common Stock, the Company shall pay any documentary, stamp or similar issue or transfer tax due on such issue of shares of Common

Stock. However, the Holder shall pay any such tax which is due because the Holder requests the shares of Common Stock to be issued in a name other than the Holder's name. The Paying Agent may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Paying Agent receives a sum that the Company deems to be sufficient to pay any tax which will be due because the shares of Common Stock are to be issued in a name other than the Holder's name. Nothing herein shall preclude any income tax withholding required by law or regulations.

SECTION 4.08. Repurchase at the Option of Holders Upon Fundamental Change.

(a) A "Fundamental Change" shall be deemed to have occurred at such time as:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act (other than the Company or any of its Subsidiaries or any employee benefit plans of the Company or any of its Subsidiaries or any Permitted Holders) files a Schedule 13D or Schedule TO (or any successors to these schedules) under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner", as defined in Rule 13d-3 under the Exchange Act, of 50% or more, in the aggregate, of the voting power of the (x) Common Stock and Class B Common Stock then outstanding or (y) other Capital Stock into which the Common Stock or Class B Common Stock is reclassified or changed;

(ii) one or more Permitted Holders file a Schedule 13D or Schedule TO (or any successors to these schedules) under the Exchange Act stating that they have become the beneficial owner (as the term "beneficial owner" is defined under Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) of 80% or more, in the aggregate, of the voting power of the (x) Common Stock and Class B Common Stock of the Company then outstanding or (y) other Capital Stock into which the Common Stock or Class B Common Stock is reclassified or changed;

(iii) the consummation of any share exchange, consolidation or merger of the Company pursuant to which the Common Stock will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any person other than to a Subsidiary of the Company; provided, however, that a transaction where the holders of the Common Stock and the Class B Common Stock immediately prior to such transaction own, directly or indirectly, more than 50% of aggregate voting power of all classes of common equity of the continuing or surviving corporation or transferee entitled to vote generally in the election of directors immediately after such event shall not be a Fundamental Change;

(iv) the Continuing Directors cease to constitute at least a majority of the Company's board of directors;

(v) the stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company; or

(vi) the Common Stock ceases to be listed on a national securities exchange or quoted on the Nasdaq National Market or another established automated over-the-counter trading market in the United States.

A Fundamental Change shall not be deemed to have occurred, however, if either:

(i) the last reported sale price of the Common Stock for any five trading days within the 10 consecutive trading days ending immediately before the later of the Fundamental Change or the announcement thereof, equals or exceeds 105% of the Conversion Price in effect immediately before the earlier to occur of the Fundamental Change or the public announcement thereof; or

(ii) at least 90% of the consideration, excluding cash payments for fractional shares, in the transaction or transactions constituting the Fundamental Change consists of shares of Common Stock traded on a national securities exchange or quoted on the Nasdaq National Market or which will be so traded or quoted when issued or exchanged in connection with a Fundamental Change (these securities being referred to as "publicly traded securities") and as a result of this transaction or transactions the Notes become convertible into such publicly traded securities, excluding cash payments for fractional shares.

(b) Following a Fundamental Change (the date of each such occurrence being the "Fundamental Change Date"), the Company shall notify the Holders in writing of such occurrence (such written notice referred to herein as the "Fundamental Change Notice") and shall make an offer (the "Fundamental Change Offer") to repurchase all Notes then outstanding at a repurchase price (the "Fundamental Change Repurchase Price") equal to:

(i) beginning on August 6, 2003 and ending on July 31, 2008, 105% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to but excluding, the Fundamental Change Repurchase Date (as defined below); or

(ii) on August 1, 2008 and thereafter, 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the Fundamental Change Repurchase Date (as defined below).

The Fundamental Change Repurchase Price may be paid in cash or shares of Common Stock or any combination thereof, subject to the conditions set forth in Section 4.09(j). If the Company elects to pay all or a portion of the Fundamental Change Repurchase Price in shares of Common Stock, the shares of the Common Stock will be valued at 98% of the Market Price of the Common Stock.

If the date on which payment of the Fundamental Change Repurchase Price is made (the "Fundamental Change Repurchase Date") is an Interest Payment Date, the Company shall pay interest to the person in whose name the Note is registered on the relevant Regular Record Date. In connection with providing the Fundamental Change Notice, the Company shall publish a notice containing the information contained in such Fundamental Change Notice in a newspaper of general circulation in The City of New York or publish the information on the Company's web site or through such other public medium as the Company may use at that time.

(c) The Fundamental Change Notice shall be mailed by or at the direction of the Company to the Holders as shown on the Register of such Holders maintained by the Registrar not more than 20 days after the applicable Fundamental Change Date at the addresses as shown on the Register maintained by the Registrar, with a copy to the Trustee and the Paying Agent. The Fundamental Change Offer shall remain open until a specified date (the "Fundamental Change Offer Termination Date") that is no later than 35 business days from the date the Fundamental Change Notice is mailed, subject to extension to comply with applicable law. Prior to the Fundamental Change Offer Termination Date, Holders may elect to tender their Notes in whole or in part in integral multiples of $1,000. The Company shall make payment for the Notes properly tendered on the Fundamental Change Repurchase Date, which shall promptly follow the Fundamental Change Offer Termination Date.

(d) The Fundamental Change Notice, which shall govern the terms of the Fundamental Change Offer, shall include a form of written notice of repurchase substantially in the form attached in Exhibit A hereto (the "Fundamental Change Repurchase Notice") to be completed by the Holder and shall state or include:

(i) that a Fundamental Change Offer is being made pursuant to this Section 4.09 and that all Notes properly tendered will be accepted for payment;

(ii) if certificated notes have been issued, the certificate number(s) or CUSIP number(s) of the Notes pursuant to which the Fundamental Change Offer is being made;

(iii) the event, transaction or transactions that constitute the Fundamental Change, the date of such Fundamental Change and that Holders have the right to elect to have their Notes repurchased in accordance with the Company's Fundamental Change Offer;

(iv) whether the Company will purchase the Notes for cash, shares of Common Stock or a combination thereof;

(v) the Fundamental Change Repurchase Price for each Note, the Fundamental Change Offer Termination Date and the Fundamental Change Repurchase Date;

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

(vii) the Conversion Price and any adjustments thereto;

(viii) that Notes as to which a Fundamental Change Repurchase Notice has been given may be converted pursuant to this Section 4.09 only if the Fundamental Change Repurchase Notice has been withdrawn in accordance with the terms of this Indenture;

(ix) that any Note not accepted for payment will continue to accrue interest and Additional Amounts, if applicable, in accordance with the terms thereof;

(x) that, unless the Company defaults on making the Fundamental Change Repurchase Price, any Note accepted for payment pursuant to the Fundamental Change

Offer shall cease to accrue interest and Additional Amounts, if any, on and after the Fundamental Change Repurchase Date and no further interest or Additional Amounts, if any, shall accrue on or after such date and any conversion rights associated with any Note accepted for payment pursuant to the Fundamental Change Offer shall terminate on the Fundamental Change Offer Termination Date;

(xi) that Holders electing to have Notes repurchased pursuant to a Fundamental Change Offer will be required to surrender their Notes to the Paying Agent at the address specified in the Fundamental Change Notice prior to 5:00 p.m., New York City time, on the Fundamental Change Offer Termination Date and must complete any form letter of transmittal proposed by the Company and acceptable to the Trustee and the Paying Agent;

(xii) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than 5:00 p.m., New York City time, on the Fundamental Change Offer Termination Date, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes the Holder delivered for purchase, the certificate number(s) or CUSIP number(s) of the Notes and a statement that such Holder is withdrawing his election to have such Notes purchased;

(xiii) that Holders whose Notes are repurchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered;

(xiv) the procedures that Holders must follow in order to tender their Notes;

(xv) that in the case of a Fundamental Change Repurchase Date that is also an Interest Payment Date, the interest payment and Additional Amounts, if any, due on such date shall be paid to the person in whose name the Note is registered at the close of business on the relevant Fundamental Change Offer Termination Date; and

(xvi) such other disclosures as are required by law.

In the event the Company has elected to pay the Fundamental Change Repurchase Price (or a specified percentage thereof) with shares of Common Stock, the Company's Fundamental Change Notice also shall:

(i) state that each Holder will receive shares of Common Stock in respect of the specified percentage of the Fundamental Change Repurchase Price of the Notes held by such Holder (except any cash amount to be paid in lieu of fractional shares of Common Stock);

(ii) state that the total number of shares of Common Stock to be issued to Holders will be equal to the quotient obtained by dividing (i) the amount of cash to which the Holders would have been entitled had the Company elected to pay all or such specified percentage, as the case may be, of the Fundamental Change Repurchase Price of such Notes in cash by (ii) 98% of the Market Price of a share of Common Stock;

(iii) set forth the method of calculating the Market Price of a share of Common Stock;

(iv) state that because the Market Price of a share of Common Stock will be determined prior to the Fundamental Change Repurchase Date, Holders will bear the market risk with respect to the value of a share of Common Stock to be received from the date such Market Price is determined to the Fundamental Change Repurchase Date; and

(v) state that if (1) the Fundamental Change Repurchase Price shall ultimately be payable to Holders entirely in cash because any of the conditions to payment of the Fundamental Change Repurchase Price, in whole or in part, in Common Stock is not satisfied prior to the close of business on the Fundamental Change Repurchase Date and (2) a Holder fails to elect in its Fundamental Change Repurchase Notice whether, under such circumstances, to withdraw such Fundamental Change Repurchase Notice as to some or all of the Notes to which such Fundamental Change Repurchase Notice relates (stating the principal amount and certificate numbers of the Notes as to which such withdrawal shall relate) or to receive cash in respect of the entire Fundamental Change Repurchase Price for all Notes (or portions thereof) to which such Fundamental Change Repurchase Notice relates, such Holder shall be deemed to have elected to receive cash in respect of the entire Fundamental Change Repurchase Price for all Notes subject to the Fundamental Change Repurchase Notice.

(e) A Holder may exercise its rights specified in this Section 4.09 upon delivery of a Fundamental Change Repurchase Notice, substantially in the form attached in Exhibit A hereto, to the Trustee with a copy to the Paying Agent at any time on or prior to the Fundamental Change Offer Termination Date, which Fundamental Change Repurchase Notice shall state:

(i) if certificated Notes have been issued, the certificate number of the Notes which the Holder will deliver to be repurchased;

(ii) the portion of the principal amount of the Notes which the Holder will deliver to be repurchased, which portion must be a principal amount of $1,000 or an integral multiple thereof;

(iii) that such Notes shall be purchased as of the Fundamental Change Repurchase Date pursuant to the terms and conditions specified in the Notes and in this Indenture; and

(iv) in the event the Company elects, pursuant to Section 4.09(h), to pay the Fundamental Change Repurchase Price to be paid as of such Fundamental Change Repurchase Date, in whole or in part, in Common Stock, but such portion of the Fundamental Change Repurchase Price shall ultimately be payable to such Holder entirely in cash because any of the conditions to payment of the Fundamental Change Repurchase Price in Common Stock is not satisfied prior to the close of business on such Fundamental Change Repurchase Date, as set forth in Section 4.09(j), whether such Holder elects (i) to withdraw such Fundamental Change Repurchase Notice as to some or all of the Notes to which such Fundamental Change Repurchase Notice relates (stating

the principal amount and certificate numbers of the Notes as to which such withdrawal shall relate), or (ii) to receive cash in respect of the entire Fundamental Change Repurchase Price for all Notes (or portions thereof) to which such Fundamental Change Repurchase Notice relates.

If a Holder, in such Holder's Fundamental Change Repurchase Notice, fails to indicate such Holder's choice with respect to the election set forth in clause (iv) of Section 4.09(e), such Holder shall be deemed to have elected to receive cash in respect of the Fundamental Change Repurchase Price for all Notes subject to such Fundamental Change Repurchase Notice in the circumstances set forth in such clause (iv).

(f) The delivery or book-entry transfer of a Holder's Notes to the Paying Agent with the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the office of the Paying Agent shall be a condition to the receipt by the Holder of the Fundamental Change Repurchase Price therefor; provided, however, that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 4.09 only if the Notes so delivered to the Paying Agent shall conform in all respects to the description thereof set forth in the related Fundamental Change Repurchase Notice.

(g) Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Fundamental Change Repurchase Notice contemplated by this Section 4.09 shall have the right to withdraw such Fundamental Change Repurchase Notice at any time on or prior to the Fundamental Change Offer Termination Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 4.10. The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written withdrawal thereof.

(h) Each Holder whose Notes are repurchased pursuant to this Section 4.09 shall receive the same percentage of cash or shares of Common Stock in payment of the Fundamental Change Repurchase Price for such Notes, except (i) as provided in Section 4.09(j) with regard to the payment of cash in lieu of fractional shares of Common Stock and (ii) in the event that the Company is unable to repurchase the Notes of a Holder or Holders for shares of Common Stock because any necessary qualifications or registrations of the shares of Common Stock under applicable state or foreign securities laws cannot be obtained, the Company may repurchase the Notes of such Holder or Holders for cash. The Company may not change its election with respect to the consideration (or components or percentages of components thereof) to be paid once the Company has given the Company's Fundamental Change Notice to Holders except pursuant to this Section 4.09(h) or pursuant to Section 4.09(j) in the event of a failure to satisfy, prior to the close of business on the Fundamental Change Repurchase Date, any condition to the payment of the Fundamental Change Repurchase Price, in whole or in part, in shares of Common Stock.

If the Company elects to pay all or part of the Fundamental Change Repurchase Price in shares of Common Stock, the portion of interest attributable to the period from the later of August 6, 2003 and the date on which interest was last paid through the Fundamental Change Repurchase Date and defaulted interest, if any, with respect to the surrendered Note shall not be cancelled, extinguished or forfeited, but rather shall be deemed to be paid in full to the Holder

thereof through the delivery of the shares of Common Stock (together with cash payment, if any, in lieu of fractional Shares) and cash, if any, in exchange for the Note being repurchased pursuant to the terms hereof; and such cash and the fair market value of such shares of Common Stock (together with any such cash payment in lieu of fractional shares of Common Stock) shall be treated as delivered pro rata, to the extent thereof, first in exchange for interest accrued through the Fundamental Change Repurchase Date and defaulted interest, if any, and the balance, if any, of such cash and the fair market value of such shares of Common Stock (and any such cash payment) shall be treated as delivered in exchange for the principal amount of the Note being repurchased pursuant to the provisions hereof.

(i) On each Fundamental Change Repurchase Date, at the option of the Company, the Fundamental Change Repurchase Price of Notes in respect of which a Fundamental Change Repurchase Notice pursuant to Section 4.09(d) has been given, or a specified percentage thereof, may be paid by the Company with cash equal to the aggregate Fundamental Change Repurchase Price of such Notes.

(j) On each Fundamental Change Repurchase Date, at the option of the Company, the Fundamental Change Repurchase Price of Notes in respect of which a Fundamental Change Repurchase Notice pursuant to Section 4.09(d) has been given, or a specified percentage thereof, may be paid by the Company by the issuance of a number of shares of Common Stock equal to the quotient obtained by dividing (i) the amount of cash to which the Holders would have been entitled had the Company elected to pay all or such specified percentage, as the case may be, of the Fundamental Change Repurchase Price of such Notes in cash by (ii) 98% of the Market Price of a share of Common Stock, subject to the next succeeding paragraph.

The Company may not issue a fractional share of Common Stock in payment of the Fundamental Change Repurchase Price. Instead the Company shall pay cash for the current market value of the fractional share of Common Stock. The current market value of a fraction of a share of Common Stock shall be determined, to the nearest 1/1,000th of a share of Common Stock, by multiplying the Market Price by such fraction and rounding the product to the nearest whole cent. It is understood that if a Holder elects to have more than one Note repurchased, the number of shares of Common Stock shall be based on the aggregate amount of Notes to be repurchased.

The Company's right to exercise its election to repurchase the Notes pursuant to Section 4.09 through the issuance of shares of Common Stock shall be conditioned upon:

(i) the Company's not having given its Company's Fundamental Change Notice of an election to pay entirely in cash and its giving of a timely Company's Fundamental Change Notice of election to purchase all or a specified percentage of the Notes with shares of Common Stock as provided herein;

(ii) the listing of the shares of Common Stock to be issued in respect of the payment of the Fundamental Change Repurchase Price on the principal United States National Securities Exchange on which the shares of Common Stock are then listed or quoted or, if there are no then-listed shares, on the Nasdaq National Market;

(iii) the registration of the shares of Common Stock to be issued in respect of the payment of the Fundamental Change Repurchase Price under the Securities Act and the Exchange Act, if required; and

(iv) any necessary qualification or registration under applicable state securities laws or the availability of an exemption from such qualification and registration.

The Company may pay the Fundamental Change Repurchase Price (or any portion thereof) in shares of Common Stock only if the information necessary to calculate the Market Price is published in a daily newspaper of national circulation. If the foregoing conditions are not satisfied prior to the close of business on the Fundamental Change Repurchase Date and the Company has elected to repurchase the Notes pursuant to this Section 4.09 through the issuance of shares of Common Stock, the Company shall pay the entire Fundamental Change Repurchase Price of the Notes of such Holder or Holders in cash.

Upon determination of the actual number of shares of Common Stock which the Holder of each $1,000 principal amount of the Notes shall receive, the Company shall publish such determination in a newspaper of general circulation in The City of New York or on the Company's website or through such other public medium as the Company may use at that time.

(k) Promptly following the Fundamental Change Offer Termination Date, the Company shall (i) accept for payment all Notes or portions thereof properly tendered pursuant to the Fundamental Change Offer, (ii) deposit with the Paying Agent money or Common Stock sufficient to pay the Fundamental Change Repurchase Price with respect to all Notes or portions thereof so tendered and accepted and (iii) deliver or cause to be delivered to the Trustee for cancellation the Notes so accepted together with an Officer's Certificate setting forth the aggregate principal amount of Notes or portions thereof tendered to and accepted for payment by the Company. On the Fundamental Change Repurchase Date, the Paying Agent shall mail or deliver the Fundamental Change Repurchase Price to the Holders so accepted and the Trustee shall promptly authenticate and mail or cause to be transferred by book-entry to such Holders a new Note equal in principal amount to any unpurchased portion of the Note surrendered, if any; provided that such new Notes will be in a principal amount of $1,000 or an integral multiple thereof. Any Notes not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof.

(l) In the case of any reclassification, change, consolidation, merger, share exchange, combination or sale or conveyance to which Section 11.06 applies in which the Common Stock of the Company is changed or exchanged as a result into the right to receive stock, securities or other property or assets (including cash) which includes shares of Common Stock of the Company or shares of common stock of another person that are, or upon issuance will be, traded on a United States national securities exchange or approved for trading on an established automated over-the-counter trading market in the United States and such shares constitute at the time such change or exchange becomes effective in excess of 50% of the aggregate fair market value of such stock, securities other property and assets (including cash) (as determined by the Company, which determination shall be conclusive and binding), then the person formed by such consolidation or which issues such shares of common stock and is, or is the company that controls, the person resulting from such merger or share exchange or which acquires such assets,

as the case may be, shall execute and deliver to the Trustee a supplemental indenture (which shall comply with the TIA as in force at the date of execution of such supplemental indenture) modifying the provisions of this Indenture relating to the right of Holders to cause the Company to repurchase Notes following a Fundamental Change, including the applicable provisions of this Section 4.09 and the definition of Fundamental Change, as determined in good faith by the Company (which determination shall be conclusive and binding), to make such provision apply to such issuer and the common stock thereof if different from the Company and Common Stock of the Company (in lieu of the Company and the Common Stock of the Company).

SECTION 4.09. Effect of Purchase Notice or Fundamental Change Repurchase Notice.

(a) Upon receipt by the Paying Agent of the Purchase Notice or Fundamental Change Repurchase Notice specified in Section 4.08 or Section 4.09, as applicable, the Holder in respect of which such Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, was given shall (unless such Purchase Notice or Fundamental Change Repurchase Notice is withdrawn as specified in the following two paragraphs) thereafter be entitled to receive solely the Purchase Price or Fundamental Change Repurchase Price, as the case may be, with respect to such Note. Such Purchase Price or Fundamental Change Repurchase Price shall be paid to such Holder, subject to receipt of funds by the Paying Agent, promptly following the later of (x) the Purchase Date or the Fundamental Change Repurchase Date, as the case may be (provided the conditions in Section 4.08 or Section 4.09, as applicable, have been satisfied), and (y) the time of delivery of such Note to the Paying Agent by the Holder thereof in the manner required by Section 4.08 or Section 4.09, as applicable. Notes in respect of which a Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, has been given by the Holder thereof may not be converted pursuant to Articles 11 and 12 hereof on or after the date of the delivery of such Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, unless such Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, has first been validly withdrawn as specified in the following paragraph.

(b) A Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, at any time prior to the close of business on the business day prior to the Purchase Date or the Fundamental Change Repurchase Date, as the case may be, specifying:

(i) the principal amount of the Note with respect to which such notice of withdrawal is being submitted;

(ii) if certificated notes have been issued, the certificate number(s) or CUSIP number(s) of the Note in respect of which such notice of withdrawal is being submitted; and

(iii) the principal amount, if any, of such Note which remains subject to the original Purchase Notice or Fundamental Change Repurchase Notice, as the case may be, and which has been or will be delivered for purchase by the Company.

(c) There shall be no purchase of any Notes pursuant to Section 4.08 or Section 4.09 (other than through the issuance of shares of Common Stock in payment of the Purchase Price or Fundamental Change Repurchase Price, as applicable), including cash in lieu of fractional shares, if there has occurred (prior to, on or after, as the case may be, the giving, by the Holders of such Notes of the required Purchase Notice or Fundamental Change Repurchase Notice, as the case may be) and is continuing an Event of Default (other than a default in the payment of the Purchase Price or Fundamental Change Repurchase Price, as the case may be, with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes (x) with respect to which a Purchase Notice or Fundamental Change Repurchase Notice, as the case may be has been delivered in compliance with this Indenture, or (y) held by it during the continuance of an Event of Default (other than a default in the payment of the Purchase Price or Fundamental Change Repurchase Price, as the case may be, with respect to such Notes), in which case, upon such return, the Purchase Notice or Fundamental Change Repurchase Notice, as the case may be with respect thereto shall be deemed to have been withdrawn.

SECTION 4.10. Deposit of Purchase Price or Fundamental Change Repurchase Price.

(a) Prior to 11:00 a.m. (New York City time) on the Purchase Date or the Fundamental Change Repurchase Date, as the case may be, the Company shall deposit with the Trustee or with the Paying Agent (or, if the Company or a Subsidiary or an Affiliate of either of them is acting as the Paying Agent in connection with a purchase pursuant to Section 4.08 or Section 4.09, shall segregate and hold in trust as provided in Section 2.04) an amount of money (in immediately available funds if deposited on such business day) or Common Stock sufficient to pay the aggregate Purchase Price or Fundamental Change Repurchase Price, as the case may be, of all the Notes or portions thereof which are to be purchased as of the Purchase Date or Fundamental Change Repurchase Date, as the case may be.

(b) If the Paying Agent holds money or Common Stock sufficient to pay in full the relevant Purchase Price or Fundamental Change Repurchase Price, as applicable, for all Notes to be purchased as of the relevant Purchase Date or Fundamental Change Repurchase Date, as applicable, other than Notes or portions of Notes which on or prior thereto have been delivered by the Company to the Trustee for cancellation or have been converted, the Notes will cease to be outstanding immediately following the close of business on the relevant Purchase Date or Fundamental Change Repurchase Date, as applicable, and interest and Additional Amounts, if any, on the Notes so purchased will cease to accrue on and after such Purchase Date or Fundamental Change Repurchase Date, as applicable. In such event, all rights of the Holder will terminate on and after the relevant Purchase Date or Fundamental Change Repurchase Date, as applicable, other than the right to receive the relevant Purchase Price or Fundamental Change Repurchase Price, as applicable, upon delivery or transfer of the Notes to be so purchased.

SECTION 4.11. Notes Purchased in Part.

Any Note which is to be purchased only in part shall be surrendered at the office of the Paying Agent (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 such Holder's attorney duly authorized in writing) and the Company shall execute and the Trustee shall authenticate and deliver to the Holder of such Note, without service

charge, a new Note or Notes, of any authorized denomination as requested by such Holder in aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Notes so surrendered which is not purchased.

SECTION 4.12. Covenant to Comply with Securities Laws upon Purchase of Convertible Subordinated Notes.

In connection with any offer to purchase or purchase of Notes under Section 4.08 or 4.09 hereof (provided that such offer or purchase constitutes an "issuer tender offer" for purposes of Rule 13e-4 (which term, as used herein, includes any successor provision thereto) under the Exchange Act at the time of such offer or purchase), the Company shall, to the extent applicable, (i) comply with Rule 13e-4 and Rule 14e-1 under the Exchange Act, (ii) file the related Schedule TO (or any successor schedule, form or report) under the Exchange Act, and (iii) otherwise comply with all federal and state securities laws so as to permit the rights and obligations under Sections 4.08 and 4.09 to be exercised in the time and in the manner specified in Sections 4.08 and 4.09.

SECTION 4.13. Repayment to the Company.

The Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed, together with interest or dividends, if any, thereon (subject to the provisions of Section 7.01(e)), held by them for the payment of the Purchase Price or Fundamental Change Repurchase Price, as the case may be; provided, however, that to the extent that the aggregate amount of cash deposited by the Company pursuant to Section 4.11 exceeds the aggregate Purchase Price or Fundamental Change Repurchase Price, as the case may be, with respect to the Notes or portions thereof which the Company is obligated to purchase as of the Purchase Date or Fundamental Change Repurchase Date, as the case may be, whether as a result of withdrawal or otherwise, then promptly after the business day following the Purchase Date or Fundamental Change Repurchase Date, as the case may be, the Trustee shall return any such excess to the Company together with interest or dividends, if any, thereon (subject to the provisions of Section 7.01(e)).

ARTICLE 5

SUCCESSORS

SECTION 5.01. Company May Consolidate, etc., Only on Certain Terms.

The Company shall not consolidate with or merge into any other person or convey, transfer or lease all or substantially all of its properties and assets to any person, and the Company shall not permit any person to consolidate with or merge into the Company or convey, transfer or lease all or substantially all of its properties and assets to the Company unless:

(a) either:

(i) the Company shall be the continuing corporation; or

(ii) the person formed by or surviving any such consolidation or share exchange or into which the Company is merged (if other than the Company) or the person which acquires by sale, assignment, transfer, lease, conveyance or other disposition all or substantially all of the properties and assets of the Company:

(1) shall be a corporation, partnership or trust organized under the laws of the United States or any State thereof or the District of Columbia; and

(2) shall expressly assume, by supplemental indenture in form reasonably satisfactory to the Trustee, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and interest and Additional Amounts, if any, on all of the Notes and the performance or observance of every covenant of the Notes and this Indenture on the part of the Company to be performed or observed, including, without limitation, modifications to rights of Holders to cause the repurchase of Notes upon a Fundamental Change in accordance with Section 4.09(h) and conversion rights in accordance with Section 11.06 to the extent required by such Sections;

(b) in all cases, immediately after giving effect to such transaction no Default and no Event of Default shall have occurred and be continuing; and

(c) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease 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 5.02. Successor Corporation Substituted.

Upon any consolidation of the Company with, or merger of the Company into, any other person or any conveyance, transfer or lease of all or substantially all of the properties and assets of the Company in accordance with this Article 5, the successor person formed by such consolidation or into which the Company is merged or into which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor person had been named as the Company herein, and thereafter, except in the case of a sale, assignment, transfer, lease, conveyance or other disposition, the predecessor person shall be relieved of all obligations and covenants under this Indenture and the Notes.

SECTION 5.03. Repurchase at the Option of Holders upon Fundamental Change.

This Article 5 does not affect the obligations of the Company (including without limitation any successor to the Company) under Section 4.09.

ARTICLE 6

DEFAULTS AND REMEDIES

SECTION 6.01. Events of Default.

An "Event of Default" with respect to any Notes shall be deemed to have occurred if:

(a) the Company defaults in the payment of principal of the Notes when due at maturity upon redemption, repurchase or otherwise; or

(b) the Company defaults in the payment of any installment of interest or Additional Amounts on the Notes when due (including any interest payable in connection with a repurchase pursuant to Section 4.08 or Section 4.09 and a redemption pursuant to Section 4.01) and continuance of such default for 30 days or more; or

(c) the Company defaults in its obligation to satisfy its conversion obligation upon exercise of a Holder's conversion right and continuance of such default for 10 days; or

(d) the Company fails to comply or observe in any material respect (other than a default set forth in clauses (a), (b) and (c) above) any other covenant or agreement of the Company in respect of the Notes set forth in this Indenture or the Notes, and fails to remedy such default or breach within a period of 60 days after the receipt of written notice to the Company from the Trustee or to the Company and the Trustee from the Holders of at least 25% in aggregate principal amount of the Notes then outstanding; or

(e) a default under any credit agreement, mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by the Company or any Material Subsidiary, other than any such indebtedness which is non-recourse to the Company or any Material Subsidiary, whether such indebtedness exists on the date of this Indenture or shall hereafter be created, which default (i) is caused by a failure to pay when due any principal on such indebtedness at the final stated maturity date of such indebtedness (which failure continues beyond any applicable grace period) (a "Payment Default") or (ii) results in the acceleration of such indebtedness prior to its express maturity (without such acceleration being rescinded or annulled) and, in each case, the principal amount of such indebtedness, together with the principal amount of any other such indebtedness under which there is a Payment Default or the maturity of which has been so accelerated, aggregates to $25,000,000 or more and such Payment Default is not cured or such acceleration is not annulled within 30 days after receipt of written notice to the Company from the Trustee or to the Company and the Trustee from Holders of at least 25% in aggregate principal amount of the Notes then outstanding; or

(f) the entry by a court having jurisdiction in the premises of (i) a decree or order for relief in respect of the Company or any Material Subsidiary in an involuntary case or proceeding under any Bankruptcy Law, or (ii) a decree or order adjudging the Company or any Material Subsidiary bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or any Material Subsidiary under any applicable U.S. federal or state law, or appointing a custodian,

receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property or any Material Subsidiary or of any substantial part of such Subsidiary's property, or ordering the winding-up or liquidation of the Company or any Material Subsidiary, 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 days; or

(g) the commencement by the Company or a Material Subsidiary of a voluntary case or proceeding under any Bankruptcy Law or any other case or proceeding to be adjudicated bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company or any Material Subsidiary in an involuntary case or proceeding under any Bankruptcy Law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any Bankruptcy Law, or the consent by it 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 or of any substantial part of its property or any Material Subsidiary or of any substantial part of such Subsidiary's property, or the making by it of an assignment for the benefit of creditors, or the admission by the Company or any Material Subsidiary in writing of its inability to pay its debts generally as they become due.

The term "Bankruptcy Law" means Title 11, U.S. Code or any similar Federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

SECTION 6.02. Acceleration.

(a) If an Event of Default (other than an Event of Default specified in clauses (f) and (g) of Section 6.01) occurs and is continuing, then and in every such case the Trustee, by written notice to the Company, or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, by written notice to the Company and the Trustee, may declare the unpaid principal of and accrued and unpaid interest and Additional Amounts, if any, on all the Notes then outstanding to be due and payable. Upon such declaration such principal amount and accrued and unpaid interest and Additional Amounts, if any, shall become immediately due and payable, notwithstanding anything contained in this Indenture or the Notes to the contrary. If any Event of Default specified in clauses (f) or (g) of Section 6.01 occurs, all unpaid principal of and accrued and unpaid interest and Additional Amounts, if any, on the Notes then outstanding shall become automatically due and payable, without any declaration or other act on the part of the Trustee or any Holder.

(b) The Holders of a majority in aggregate principal amount of the Notes then outstanding by written notice to the Trustee may rescind any acceleration of the Notes and its consequences if all existing Events of Default (other than nonpayment of principal of and interest and Additional Amounts, if any, on the Notes which has become due solely by virtue of such acceleration) have been cured or waived and if the rescission would not conflict with any judgment or decree of any court of competent jurisdiction. No such rescission shall affect any subsequent Default or Event of Default or impair any right consequent thereto.

SECTION 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal of or interest or Additional Amounts, if any, on the Notes or to enforce the performance of any provision of the Notes or this Indenture. The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy occurring upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

SECTION 6.04. Waiver of Past Defaults.

The Holders of a majority in aggregate principal amount of the Notes then outstanding may, on behalf of the Holders of all the Notes then outstanding, waive any past Default or Event of Default and its consequences, except a Default or Event of Default in the payment of the principal or interest or Additional Amounts, if applicable, on the Notes (other than the non-payment of principal, interest or Additional Amounts, if any, on the Notes which has become due solely by virtue of an acceleration which has been duly rescinded as provided above), or in respect of a covenant or provision of this Indenture which cannot be modified or amended without the consent of all Holders. When a Default or Event of Default is waived, it is cured and stops continuing. No waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

SECTION 6.05. Control by Majority.

The Holders of a majority in aggregate principal amount of the Notes then outstanding may 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. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders or that may involve the Trustee in personal liability; provided that the Trustee shall have no duty or obligation (subject to Section 7.01) to ascertain whether or not such actions of forbearances are unduly prejudicial to such Holders; provided, further, that the Trustee may take any other action the Trustee deems proper that is not inconsistent with such directions.

SECTION 6.06. Limitation on Suits.

A Holder may not pursue any remedy with respect to this Indenture unless:

(a) the Holder gives to the Trustee written notice of a continuing Event of Default on the Notes;

(b) the Holders of at least 25% in aggregate principal amount of the Notes then outstanding make a written request to the Trustee to pursue the remedy;

(c) such Holders offer and, if requested, provide to the Trustee indemnity reasonably satisfactory to the Trustee against any cost, expense or liability;

(d) the Trustee does not act on the request on or prior to the 60th day after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the Notes then outstanding do not give the Trustee a direction inconsistent with the request.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder. This Section 6.06 does not affect the right of the Holders to bring an action for enforcement of the payment of the principal, interest or Additional Amounts, if any, the Redemption Price, Purchase Price or Fundamental Change Repurchase Price, as applicable, on such Holders' Notes on or after the respective due dates expressed in the Notes or such Holders' right to convert its Notes in accordance with the terms of this Indenture.

SECTION 6.07. Rights of Holders to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal and interest and Additional Amounts, if any, the Redemption Price, Purchase Price or Fundamental Change Repurchase Price, as applicable, on the Notes, on or after the respective due dates expressed in the Notes, or to bring suit for the enforcement of any such payment on or after such respective dates, or to bring suit for the enforcement of the right to convert the Notes shall not be impaired or affected without the consent of the Holder.

SECTION 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal, and interest and Additional Amounts, if any, and Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, remaining unpaid on the Notes and interest on overdue principal, interest and Additional Amounts, if any, and Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, and such further amount as shall be sufficient to cover the costs and, to the extent lawful, expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

SECTION 6.09. Trustee May File Proofs of Claim.

The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders allowed in any judicial proceedings relative to the Company, its creditors or its property. Nothing contained herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 6.10. Priorities.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee for amounts due under Section 7.07, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee, and the costs and expenses of collection;

Second: to Holders for amounts due and unpaid on the Notes for principal, interest and Additional Amounts, if any, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, interest and Additional Amounts, if any, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, respectively; and

Third: to the Company.

Except as otherwise provided in Section 2.12, the Trustee may fix a record date and payment date for any payment to Holders.

SECTION 6.11. 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 or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit, other than the Trustee, of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in principal amount of the Notes then outstanding.

ARTICLE 7

THE TRUSTEE

The Trustee hereby accepts the trust imposed upon it by this Indenture and covenants and agrees to perform the same, as herein expressed. Whether or not herein 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 Article 7.

SECTION 7.01. Duties of the Trustee.

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

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

(i) The duties of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee need perform only those duties that are

specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any statements, certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the form required by this Indenture.

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

(i) This paragraph does not limit the effect of paragraph (b) of this Section;

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

(iii) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

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

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

SECTION 7.02. Rights of the Trustee.

(a) The Trustee may conclusively rely on and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, security or other document believed in good faith by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter contained therein.

(b) Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by an Officer's Certificate (unless other evidence in respect thereof is herein specifically prescribed). In addition, before the Trustee acts or refrains from acting, it may require an Officer's Certificate, an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from

liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its attorneys and agents and other persons not regularly in its employ and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith without negligence or willful misconduct which it believes to be authorized or within its discretion, rights or powers.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

(f) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or discretion of any of the Holders pursuant to the provisions of this Indenture, unless such Holders have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred therein or thereby.

(h) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, security or other document unless requested in writing to do so by the Holders of not less than a majority in aggregate principal amount of the Notes then outstanding, provided that if the Trustee determines in its discretion to make any such investigation, then it shall be entitled, upon reasonable prior notice and during normal business hours, to examine the books and records and the premises of the Company, personally or by agent or attorney, and the reasonable expenses of every such examination shall be paid by the Company or, if paid by the Trustee or any predecessor Trustee, shall be reimbursed by the Company upon demand.

(i) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(j) The Trustee shall not be responsible for the computation of any adjustment to the Conversion Price or for any determination as to whether an adjustment is required and shall not be deemed to have knowledge of any adjustment unless and until it shall have received the notice from the Company contemplated by Section 11.05(k).

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

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

SECTION 7.03. Individual Rights of the Trustee.

Subject to Sections 7.10 and 7.11, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes with the same rights it would have if it were not the Trustee and may otherwise deal with the Company or an Affiliate of the Company and receive, collect, hold and retain collections from the Company with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights.

SECTION 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes. It shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture. It shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

SECTION 7.05. Notice of Defaults.

If a Default or Event of Default occurs and is continuing and if it is known to a Trust Officer of the Trustee, the Trustee shall mail to each Holder a notice of the Default or Event of Default within 90 days after the occurrence of such Default or Event of Default. A Default or an Event of Default shall not be considered known to a Trust Officer of the Trustee unless it is a Default or Event of Default in the payment of principal, interest or Additional Amounts, if any, when due under Section 6.01(a) or (b) (including any principal or interest payable in connection with a repurchase pursuant to Section 4.08 or Section 4.09 and a redemption pursuant to Section 4.01), or a Trust Officer of the Trustee shall have received notice thereof, in accordance with this Indenture, from the Company or from the Holders of a majority in principal amount of the outstanding Notes. Except in the case of a Default or Event of Default in payment of principal of, or interest or Additional Amounts, if any, or payment of any Redemption Price, Purchase Price or Fundamental Change Repurchase Price, if applicable, on any Note, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interest of the Holders.

SECTION 7.06. Reports by the Trustee to Holders.

(a) Within 60 days after the reporting date stated in Section 10.10, the Trustee shall mail to Holders a brief report dated as of such reporting date that complies with TIA ss. 313(a) (but if no event described in TIA ss. 313(a) has occurred within twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA ss. 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA ss. 313(c).

(b) A copy of each report at the time of its mailing to Holders shall be filed, at the expense of the Company, by the Trustee with the Commission and each stock exchange or securities market, if any, on which the Notes are listed or quoted. The Company shall timely notify the Trustee when the Notes are listed or quoted on any stock exchange or securities market.

SECTION 7.07. Compensation and Indemnity.

(a) The Company shall pay to the Trustee from time to time, and the Trustee shall be entitled to such compensation for its acceptance of this Indenture and its services hereunder as the Company and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by or on behalf of it in addition to the compensation for its services. Such expenses may include the reasonable compensation, disbursements and expenses of the Trustee's agents, counsel and other persons not regularly in its employ.

(b) The Company shall indemnify the Trustee against, and defend and hold the Trustee harmless from, any loss, liability or expense incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture and the trusts hereunder, including the costs and expenses of defending itself against or investigating any claim of liability in the premises, except as set forth in the next subsection. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim with counsel designated by the Company, who may be outside counsel to the Company but shall in all events be reasonably satisfactory to the Trustee, and the Trustee shall cooperate in the defense. In addition, the Trustee may retain one separate counsel and, if deemed advisable by such counsel, local counsel, and the Company shall pay the reasonable fees and expenses of such separate counsel and local counsel. The indemnification herein extends to any settlement, provided that the Company will not be liable for any settlement made without its consent, provided, further, that such consent will not be unreasonably withheld.

(c) The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through its own negligence or willful misconduct.

(d) The Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee to secure the Company's payment obligations in this Section 7.07, except that held in trust to pay principal, interest and Additional Amounts, if any, on the Notes. Such liens and the Company's obligations under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(f) or (g) occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

SECTION 7.08. Replacement of the Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in principal amount of the Notes then outstanding may remove the Trustee by so notifying the Trustee and the Company in writing and may appoint a successor Trustee. The Company may remove the Trustee if:

(i) the Trustee fails to comply with Section 7.10;

(ii) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(iii) a Custodian or public officer takes charge of the Trustee or its property; or

(iv) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, at the Company's expense, the Company or the Holders of at least 10% in principal amount of the Notes then outstanding may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee after written request by any Holder who has been a Holder for at least six months fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided that all sums owing to the retiring Trustee hereunder have been paid and subject to the lien provided for in Section 7.07. Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee with respect to expenses and liabilities incurred by it prior to such replacement.

(g) 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 preceding paragraph.

SECTION 7.09. Successor Trustee by Merger, etc.

If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business (including the trust created by this Indenture) to, another corporation or national banking association, the resulting, surviving or transferee corporation or national banking association without any further act shall be the successor Trustee with the same effect as if the successor Trustee had been named as the Trustee herein.

SECTION 7.10. Eligibility, Disqualification.

This Indenture shall always have a Trustee who satisfies the requirements of TIA ss. 310(a)(1). The Trustee shall always have a combined capital and surplus as stated in Section 10.10. The Trustee is subject to TIA ss. 310(b) regarding the disqualification of a trustee upon acquiring a conflicting interest.

SECTION 7.11. Preferential Collection of Claims Against Company.

The Trustee shall comply with TIA ss. 311(a), excluding any creditor relationship set forth in TIA ss. 311(b). A Trustee who has resigned or been removed shall be subject to TIA ss. 311(a) to the extent indicated therein.

ARTICLE 8

SATISFACTION AND DISCHARGE OF INDENTURE

SECTION 8.01. Discharge of Indenture.

When:

(a) the Company delivers to the Trustee for cancellation all Notes theretofore authenticated pursuant to this Indenture (other than any other Notes which have been destroyed, lost or stolen and in lieu of or in substitution for which other Notes have been authenticated and delivered) and not theretofore cancelled; or

(b) (i) all the Notes not theretofore cancelled or delivered to the Trustee for cancellation have become due and payable, and (ii) the Company deposits with the Trustee, the Paying Agent or the Conversion Agent, as applicable, in trust, amounts in cash or shares of Common Stock (as applicable in accordance with the terms hereof) sufficient to pay, whether at stated maturity, or any Redemption Date, or any Purchase Date, or any Fundamental Change Repurchase Date, or upon conversion or otherwise, all of the Notes (other than any Notes which have been mutilated, destroyed, lost or stolen and in lieu of or in substitution for which other Notes have been authenticated and delivered) not theretofore cancelled or delivered to the Trustee for cancellation, including principal, interest and Additional Amounts, if any, due and (iii) the Company also pays, or causes to be paid, all other sums payable hereunder by the Company,

then this Indenture shall cease to be of further effect, except as to:

(A) rights of registration of transfer, substitution, replacement and exchange and conversion of Notes;

(B) rights hereunder of Holders to receive payments of principal of and interest and Additional Amounts, if any, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, on, the Notes;

(C) the obligations under Sections 2.03 and 8.05 hereof; and

(D) the rights, obligations and immunities of the Trustee hereunder,

and the Trustee, on written demand of the Company accompanied by an Officer's Certificate and an Opinion of Counsel as required by Section 10.04, and at the Company's cost and expense, shall execute proper instruments acknowledging satisfaction and discharging of this Indenture. The Company, however, hereby agrees to reimburse the Trustee for any costs or expenses thereafter reasonably and properly incurred by the Trustee and to compensate the Trustee for any services thereafter reasonably and properly rendered by the Trustee in connection with this Indenture or the Notes.

SECTION 8.02. Deposited Monies to Be Held in Trust by Trustee.

Subject to Section 8.04, all monies deposited with the Trustee pursuant to Section 8.01 shall be held in trust and applied by it to the payment either directly or through the Paying Agent, to the Holders of the particular Notes for the payment of which such monies have been deposited with the Trustee, of all sums due and to become due thereon for principal, interest and Additional Amounts, if any, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable.

SECTION 8.03. Paying Agent to Repay Monies Held.

Upon the satisfaction and discharge of this Indenture, all monies then held by any Paying Agent (other than the Trustee and not pursuant to Section 8.01) shall, upon the Company's demand, be repaid to it or paid to the Trustee, and thereupon such Paying Agent shall be released from all further liability with respect to such monies.

SECTION 8.04. Return of Unclaimed Monies.

Subject to the requirements of applicable law, any monies deposited with or paid to the Trustee for payment of the principal of or interest or Additional Amounts, if any, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, on the Notes and not applied but remaining unclaimed by the Holders thereof for two years after the date upon which the principal of or interest or Additional Amounts, if any, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, on such Notes, as the case may be, have become due and payable, shall be repaid to the Company by the Trustee on written demand; provided, however, that the Company, or the Trustee at the written request and expense of the Company, shall have first caused notice of such payment to the Company to be mailed to each Holder entitled thereto no less than 30 days prior to such payment and all liability of the Trustee shall thereupon cease with respect to such monies; and the Holder shall

thereafter look only to the Company for any payment which such Holder may be entitled to collect unless an applicable abandoned property law designates another person.

SECTION 8.05. Reinstatement.

If the Trustee or the Paying Agent is unable to apply any money in accordance with Section 8.02 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.01 until such time as the Trustee or the Paying Agent is permitted to apply all such money in accordance with Section 8.02; provided, however, that if the Company makes any payment of principal of, or interest or Additional Amounts, if any, on, and the Redemption Price, Purchase Price and Fundamental Change Repurchase Price, if applicable, on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders thereof to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9

AMENDMENTS

SECTION 9.01. Without the Consent of Holders.

The Company and the Trustee may amend or supplement this Indenture or the Notes without notice to or the consent of any Holder for the purposes of:

(a) curing any ambiguity, defect or inconsistency or making any other changes in the provisions of this Indenture which the Company and the Trustee may deem necessary or desirable, provided that such amendment does not materially and adversely affect the rights of the Holders under this Indenture;

(b) providing for the assumption of the covenants and obligations of the Company hereunder and in the Notes in the circumstances required by Section 5.01;

(c) providing for conversion rights of Holders in the event of consolidation, merger, or sale of all or substantially all of the assets of the Company as required to comply with Sections 5.01 and/or 11.06;

(d) in the case of any reclassification, change, consolidation, merger, share exchange or conveyance to which Section 11.06 applies, modifying the provisions of this Indenture relating to the rights of Holders to repurchase Notes following a Fundamental Change, as provided in Section 4.09;

(e) reducing the Conversion Price;

(f) evidencing and providing for the acceptance of appointment under this Indenture of a successor Trustee;

(g) making any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under this Indenture of any such Holder;

(h) complying with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA; or

(i) modifying the restrictions on, and procedures for, resale and other transfers of the Notes or shares of Common Stock issuable upon conversion of the Notes pursuant to law, regulation or practice relating to the resale or transfer of restricted securities generally.

SECTION 9.02. With the Consent of Holders.

Subject to Section 6.07, the Company and the Trustee may amend or supplement this Indenture or the Notes with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes).

Subject to Sections 6.04 and 6.07, the Company and the Trustee may waive any existing Default or compliance in any particular instance by the Company with any provision of this Indenture or the Notes with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange offer for the Notes).

However, without the consent of each Holder affected, an amendment or waiver under this Section may not (with respect to any Notes held by a non-consenting Holder):

(a) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Note or, except as permitted pursuant to Section 9.01, alter the redemption or repurchase provisions with respect thereto;

(c) reduce the rate of or amount of, or change the time for payment of, interest, including defaulted interest and Additional Amounts, if any, and any Redemption Price, Purchase Price or Repurchase Price, if applicable, on any Note;

(d) waive a Default or Event of Default in the payment of principal of or interest or Additional Amounts, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and a waiver of the payment default that resulted from such acceleration);

(e) make any Note payable in money other than as provided for herein and in the Notes;

(f) make any change in the provisions of this Indenture relating to waivers of past Defaults or Events of Default or the rights of Holders to receive payments of principal of or

interest or Additional Amounts, if any, and any Redemption Price, Purchase Price or Fundamental Change Repurchase Price, if applicable, on the Notes;

(g) waive the payment of any Fundamental Change Repurchase Price with respect to any Note;

(h) increase the Conversion Price or, except as permitted herein (including Section 9.01), modify the provisions contained herein relating to conversion of the Notes in a manner adverse to the Holders thereof; or

(i) impair the right of the Holders to institute suit for the enforcement of any payment with respect to, or conversion of, the Notes or the provisions of clauses (a) through (i) of this Section 9.02.

To secure a consent of the Holders under this Section, it shall not be necessary for such Holders to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment or waiver under this Section becomes effective, the Company shall mail to Holders a notice briefly describing the amendment or waiver.

SECTION 9.03. Compliance with the Trust Indenture Act.

Every amendment to this Indenture or the Notes shall be set forth in a supplemental indenture that complies with the TIA as then in effect.

SECTION 9.04. Revocation and Effect of Consents.

Until an amendment or waiver becomes effective, a consent to it by a Holder is a continuing consent by the Holder and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder or subsequent Holder may revoke the consent as to his or her Note or portion of a Note if the Trustee receives the notice of revocation before the date on which the Trustee receives an Officer's Certificate certifying that the Holders of the requisite principal amount of Notes have consented to the amendment or waiver.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to consent to any amendment or waiver. If a record date is fixed, then notwithstanding the provisions of the immediately preceding paragraph, those persons who were Holders at such record date (or their duly designated proxies), and only those persons, shall be entitled to consent to such amendment or waiver or to revoke any consent previously given, whether or not such persons continue to be Holders after such record date. No consent shall be valid or effective for more than 90 days after such record date unless consents from Holders of the principal amount of Notes required hereunder for such amendment or waiver to be effective shall have also been given and not revoked within such 90-day period.

After an amendment or waiver becomes effective it shall bind every Holder, unless it is of the type described in clauses (a) - (i) of Section 9.02. In such case, the amendment or waiver

shall only bind each Holder who has consented to it and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note.

SECTION 9.05. Notation on or Exchange of Convertible Subordinated Notes.

Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article 9 may, and shall if required by the Trustee, bear a notation in the form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Notes so modified as to conform, in the opinion of the Company and the Trustee, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for outstanding Notes without charge to the Holders, except as specified in Section 2.07.

SECTION 9.06. Trustee Protected.

The Trustee shall sign any amendment or supplemental indenture authorized pursuant to this Article 9 if such amendment or supplemental indenture does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If such amendment or supplemental indenture does adversely affect the rights, duties, liabilities or immunities of the Trustee, the Trustee may, but need not, sign it. In signing such amendment or supplemental indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Officer's Certificate and an Opinion of Counsel as conclusive evidence that such amendment or supplemental indenture is authorized or permitted by this Indenture, that it is not inconsistent herewith, and that it will be valid and binding upon the Company in accordance with its terms.

ARTICLE 10

GENERAL PROVISIONS

SECTION 10.01. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA ss. 318(c), such duties imposed by such section of the TIA shall control. If any provision of this Indenture expressly modifies or excludes any provision of the TIA that may be so modified or excluded, the Indenture provision so modifying or excluding such provision of the TIA shall be deemed to apply.

SECTION 10.02. Notices.

Any notice or communication by the Company or the Trustee to the other is duly given if in writing and delivered in person or mailed by first-class mail, with postage prepaid (registered or certified, return receipt requested), or sent by facsimile or overnight air couriers guaranteeing next day delivery, to the other's address as stated in Section 10.10. The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given at the time delivered by hand, if personally delivered; five business days

after being deposited in the mail, postage prepaid, if mailed; when transmission is confirmed, if transmitted by facsimile; and the next business day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery. Notwithstanding the foregoing, all notices to the Trustee shall be effective only upon receipt by a Trust Officer.

Any notice or communication to a Holder shall be mailed by first-class mail, with postage prepaid, to his or her address shown on the Register kept by the Registrar. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication to a Holder is sent in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company sends a notice or communication to Holders, it shall send a copy to the Trustee and each Agent at the same time.

All notices or communications shall be in writing.

SECTION 10.03. Communication by Holders with Other Holders.

Holders may communicate pursuant to TIA ss. 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and the Paying Agent shall have the protection of TIA ss. 312(c).

SECTION 10.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officer's Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 10.05) stating that, in the opinion of such person, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 10.05) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been complied with.

SECTION 10.05. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA ss. 314(a)(4)) shall include:

(a) a statement that the person making such certificate or opinion has read such covenant or condition;

(b) 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;

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

(d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Any Officer's Certificate may be based, insofar as it relates to legal matters, upon an Opinion of Counsel, unless such Officer knows that the opinion with respect to the matters upon which his or her certificate may be based as aforesaid is erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon certificates, statements or opinions of, or representations by an officer or officers of the Company, or other persons or firms deemed appropriate by such counsel, unless such counsel knows that the certificates, statements or opinions or representations with respect to the matters upon which his or her opinion may be based as aforesaid are erroneous.

Any Officer's Certificate, statement or Opinion of Counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representation by an accountant (who may be an employee of the Company), or firm of accountants, unless such Officer or counsel, as the case may be, knows that the certificate or opinion or representation with respect to the accounting matters upon which his or her certificate, statement or opinion may be based as aforesaid is erroneous.

SECTION 10.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by, or a meeting of, Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 10.07. Legal Holidays.

The term "business day" means any day other than a Saturday, a Sunday or a day on which banking institutions in The City of New York are authorized or required by law, regulation or executive order to close. If any Interest Payment Date, the Maturity Date, Purchase Date or Fundamental Change Repurchase Date falls on a day that is not a business day, the required payment of principal of, interest and Additional Amounts, if any, on and the Purchase Price and Fundamental Change Repurchase Price with respect to any Note will be made on the next succeeding business day as if made on the date that such payment was due and no interest will accrue on that payment for the period from and after the Interest Payment Date, the Maturity Date, the relevant Purchase Date or the Fundamental Change Repurchase Date, as applicable, to the date of payment on the next succeeding business day.

SECTION 10.08. No Recourse Against Others.

No director, officer, employee, stockholder or Affiliate of the Company shall have any liability or any obligations under the Notes or this Indenture or for any claim based on, in respect of, or by reason of such obligations or the creation of such obligations. Each Holder by accepting a Note waives and releases all such liability with respect to each director, officer, employee, stockholder and Affiliate of the Company. This waiver and release are part of the consideration for the Notes. Each of such directors, officers, employees, stockholders and Affiliates of the Company is a third party beneficiary of this Section 10.08.

SECTION 10.09. Counterparts.

This Indenture may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 10.10. Other Provisions.

The Company initially appoints the Trustee as Paying Agent, Registrar, Conversion Agent and authenticating agent. The reporting date for Section 7.06 is May 15 of each year. The first reporting date is the May 15 following the issuance of the Notes hereunder.

The Trustee shall always have, or shall be a Subsidiary of a bank or bank holding company that has, a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition.

The Company's address is:

Vishay Intertechnology, Inc.
63 Lincoln Highway
Malvern, Pennsylvania 19355
Attention: Chief Financial Officer
Facsimile No.: (610) 889-2161

The Trustee's address is:

Wachovia Bank, National Association
123 South Broad Street
Philadelphia, Pennsylvania 19109
Attention: Corporate Trust Administration, PA1249
Facsimile: (215) 670-6340

SECTION 10.11. Governing Law.

The laws of the State of New York shall govern this Indenture and the Notes.

SECTION 10.12. No Adverse Interpretation of Other Agreements.

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

SECTION 10.13. Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successor. All agreements of the Trustee in this Indenture shall bind its successor.

SECTION 10.14. Severability.

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

SECTION 10.15. Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

ARTICLE 11

CONVERSION OF CONVERTIBLE SUBORDINATED NOTES

SECTION 11.01. Right to Convert.

Each Holder shall have the right to convert its Notes into shares of Common Stock at any time during the period stated in Article 12 hereof and paragraph 9 of the Note, the form of which is attached hereto as Exhibit A. The principal amount of any Note held by such holder, or any portion of such principal amount which is $1,000 or an integral multiple thereof, may be converted, subject to the Company's election to pay cash provided in Section 11.02, into that number of fully paid and non-assessable shares of Common Stock obtained by dividing the principal amount of the Note or portion thereof to be converted by the Conversion Price in effect at such time, as set forth in paragraph 9 of the Note, subject to adjustment as herein set forth. A Holder is not entitled to any rights of a holder of Common Stock until such Holder has converted his or her Notes into Common Stock, and only to the extent such Notes are deemed to have been converted to Common Stock pursuant to this Article 11 and Article 12 hereof.

SECTION 11.02. Exercise of Conversion Privilege; Issuance of Common Stock and/or Payment of Cash on Conversion; No Adjustment for Interest or Dividends.

(a) To exercise, in whole or in part, the conversion privilege with respect to any Note, the Holder shall surrender such Note, duly endorsed, at an office or agency maintained by the Company pursuant to Section 2.03, accompanied by funds, if any, required by Section 11.02(e) hereof, and shall give written notice of conversion in the form provided on the Notes (or such

other notice which is acceptable to the Company), duly signed and completed, to the office or agency stating that the Holder elects to convert such Note or such portion thereof specified in said notice. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock which are issuable on such conversion shall be issued, and shall be accompanied by transfer taxes, if required pursuant to Section 11.07.

(b) Each Note surrendered for conversion shall, unless the shares issuable on conversion are to be issued in the same name as the registration of such Note, be duly endorsed by, or be accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or his or her duly authorized attorney. The Holder will not be required to pay any tax or duty which may be payable in respect of the issue or delivery of Common Stock on conversion, but will be required to pay any tax or duty which may be payable in respect of any transfer involved in the issue or delivery of Common Stock in a name other than the same name as the registration of such Note. Certificates representing shares of Common Stock will not be issued or delivered unless all taxes and duties, if any, payable by the Holder have been paid. In case any Note of a denomination of an integral multiple greater than $1,000 is surrendered for partial conversion, and subject to Section 2.02, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder surrendering such Note, without charge to him or her, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Note.

(c) The Holders' right to convert Notes into shares of Common Stock is subject to the Company's right to elect to instead pay such Holder, in whole or in part, the amount of cash set forth in the next succeeding sentence in lieu of delivering such shares of Common Stock; provided, however, that if an Event of Default (other than a default in a cash payment upon conversion of the Notes) shall have occurred and be continuing or during any period when the Company is prohibited from making payments on the Notes pursuant to Article 13 hereof, the Company shall deliver shares of Common Stock (and cash in lieu of fractional shares of Common Stock) in accordance with this Article 11, whether or not the Company has delivered a notice pursuant to Section 4.03 or 11.02(d) to the effect that the Notes would be paid in cash. The amount of cash to be paid pursuant to Section 11.02 for each $1,000 of principal amount of a Note upon conversion shall be equal to (i) the average of the last reported sale prices of Common Stock for the five consecutive trading days immediately following the date of the Company's notice of election to deliver cash pursuant to Section 11.02(d) below, if the Company has not given notice of redemption pursuant to Section 4.03, multiplied by the Conversion Rate in effect on the Conversion Date or (ii) the Market Price of shares of Common Stock multiplied by the Conversion Rate in effect on such Conversion Date, in the case of a conversion following the Company's notice of redemption pursuant to Section 4.03 specifying that the Company intends to deliver cash upon conversion.

(d) Each conversion shall be deemed to have been effected as to any such Note (or portion thereof) on the date on which the requirements set forth above in this Section 11.02 have been satisfied as to such Note (or portion thereof) (the "Conversion Date"). Except as otherwise provided below, the Company shall deliver to the Holder through the Conversion Agent as soon as practicable after the Conversion Date a certificate for the number of shares of Common Stock issuable upon the conversion and cash in lieu of any fractional share of Common Stock determined pursuant to Section 11.03. Within two business days following the Conversion Date,

the Company shall deliver to the Holder, through the Conversion Agent, written notice of whether such Note shall be converted into shares of Common Stock or paid in cash, unless the Company shall have delivered such notice previously pursuant to Section 4.03. If the Company shall have notified the Holder that all of such Note shall be converted into shares of Common Stock, the Company shall deliver to the Holder through the Conversion Agent no later than the fifth business day following the Conversion Date a certificate for the number of shares of Common Stock issuable upon the conversion and cash in lieu of any fractional share determined pursuant to Section 11.03. Except as provided in the proviso to Section 11.02(c) above, if the Company shall have notified the Holder that all or a portion of such Note shall be paid in cash, the Company shall deliver to the Holder surrendering such Note the amount of cash payable with respect to such Note no later than the tenth business day following such Conversion Date, together with a certificate for the number of shares of Common Stock issuable upon the conversion and cash in lieu of any fractional share determined pursuant to Section 11.03. Except as provided in the proviso to Section 11.02(c) above, the Company may not change its election with respect to the consideration to be delivered upon conversion of a Note once the Company has notified the Holder in accordance with this paragraph. If shares of Common Stock are delivered as consideration, then the Person in whose name the certificate representing the shares of Common Stock issuable upon conversion is registered shall be treated as a stockholder of record on and after the Conversion Date; provided, however, that no surrender of a Note on any date when the stock transfer books of the Company shall be closed shall be effective to constitute the Person or Persons entitled to receive the shares of Common Stock upon such conversion as the record holder or holders of such shares of Common Stock on such date, but such surrender shall be effective to constitute the Person or Persons entitled to receive such shares of Common Stock as the record holder or holders thereof for all purposes at the close of business on the next succeeding day on which such stock transfer books are open; such conversion shall be at the Conversion Rate in effect on the date that such Note shall have been surrendered for conversion, as if the stock transfer books of the Company had not been closed. Upon conversion of a Note, such Person shall no longer be a Holder of such Note and such Note shall be cancelled and no longer outstanding.

(e) Any Note or portion thereof surrendered for conversion during the period from the close of business on any Regular Record Date immediately preceding any Interest Payment Date to the opening of business on such Interest Payment Date shall be accompanied by payment, in funds acceptable to the Company, of an amount equal to the interest and Additional Amounts, if any, otherwise payable on such Interest Payment Date on the principal amount being converted; provided, however, that no such payment need be made if:

(i) there exists at the time of conversion a default in the payment of principal of or interest or Additional Amounts, if applicable, on the Notes (including any principal of or interest payable in connection with a repurchase pursuant to Section 4.08 or Section 4.09 and a redemption pursuant to Section 4.01); or

(ii) the Company shall have specified a Redemption Date that is after the Regular Record Date and prior to such Interest Payment Date.

An amount equal to such payment shall be paid by the Company on such Interest Payment Date to the Holder at the close of business on the Regular Record Date; provided,

however, that if the Company defaults in the payment of interest or Additional Amounts, if applicable, on such Interest Payment Date, such amount shall be paid to the person who made such required payment.

(f) Except as provided above in this Section 11.02, no adjustment shall be made for interest and Additional Amounts, if any, accrued on any Note converted or for dividends on any shares issued upon the conversion of such Note as provided in this Article 11. Delivery by the Company to the Holder of the Note converted of the number of shares of Common Stock into which the Note is convertible, and/or cash instead of such shares as provided in Section 11.02(c), at the Conversion Price in effect at such time, shall satisfy the obligations of the Company to pay the principal amount of such Note being converted and the accrued but unpaid interest on such converted Note through the Conversion Date.

The portion of interest attributable to the period from the later of August 6, 2003 and the date on which interest was last paid through the Conversion Date and defaulted interest, if any, with respect to the surrendered Note shall not be cancelled, extinguished or forfeited, but rather shall be deemed to be paid in full to the Holder thereof through the delivery of the shares of Common Stock (together with cash payment, if any, in lieu of fractional Shares) and/or cash, if any, in exchange for the Note being converted pursuant to the terms hereof; and such cash and the fair market value of such shares of Common Stock (together with any such cash payment in lieu of fractional shares of Common Stock) shall be treated as delivered pro rata, to the extent thereof, first in exchange for interest accrued through the Conversion Date and defaulted interest, if any, and the balance, if any, of such cash and the fair market value of such shares of Common Stock (and any such cash payment) shall be treated as delivered in exchange for the principal amount of the Note being converted pursuant to the provisions hereof.

SECTION 11.03. Cash Payments in Lieu of Fractional Shares.

No fractional shares of Common Stock or scrip representing fractional shares shall be issued upon conversion of the Notes. If more than one Note shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted hereby) so surrendered for conversion. If any fractional share of stock otherwise would be issuable upon the conversion of any Note or Notes, the Company shall make an adjustment therefor in cash based upon the Current Market Price (as defined in Section 11.05(g)) of the Common Stock for the 5 consecutive trading days immediately preceding the Conversion Date.

SECTION 11.04. Conversion Price.

The Conversion Price shall be as specified in paragraph 9 of the Note, the form of which is attached as Exhibit A hereto, subject to adjustment as provided in this Article 11.

SECTION 11.05. Adjustment of Conversion Price.

The Conversion Price shall be adjusted from time to time by the Company as follows:

(a) If the Company shall hereafter pay a dividend or make a distribution to all holders of the outstanding Common Stock in shares of Common Stock, the Conversion Price in effect at the opening of business on the date following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying such Conversion Price by a fraction of which:

(i) the numerator shall be the number of shares of Common Stock outstanding at the close of business on the Record Date (as defined in Section 11.05(g) fixed for such determination; and

(ii) the denominator shall be the sum of (1) the number of shares of Common Stock outstanding at the close of business on the Record Date (as defined in Section 11.05(g)) fixed for such determination and (2) the total number of shares of Common Stock constituting such dividend or other distribution,

such reduction to become effective immediately after the opening of business on the day following the Record Date. If the dividend or distribution of the type described in this Section 11.05(a) is declared but not so paid or made, the Conversion Price shall again be adjusted to the Conversion Price which would then be in effect if such dividend or distribution had not been declared.

(b) If the outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and, conversely, if the outstanding shares of Common Stock shall be combined into a smaller number of shares of Common Stock, the Conversion Price in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective.

(c) If the Company shall issue rights or warrants to all holders of its outstanding shares of Common Stock entitling them to subscribe for or purchase, for a period expiring within 60 days after the date of issuance, shares of Common Stock at a price per share less than the Current Market Price (as defined in Section 11.05(g)) on the Record Date fixed for the determination of stockholders entitled to receive such rights or warrants, the Conversion Price shall be reduced so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on such Record Date by a fraction of which:

(i) the numerator shall be the number of shares of Common Stock outstanding at the close of business on the Record Date plus the number of shares which the aggregate offering price of the total number of shares so offered would purchase at such Current Market Price; and

(ii) the denominator shall be the number of shares of Common Stock outstanding on the close of business on the Record Date plus the total number of additional shares of Common Stock so offered for subscription or purchase,

such adjustment shall become effective immediately after the opening of business on the day following the Record Date fixed for determination of stockholders entitled to receive such rights or warrants. To the extent that shares of Common Stock are not delivered pursuant to such rights or warrants, upon the expiration or termination of such rights or warrants, the Conversion Price shall be readjusted to be the Conversion Price which would then be in effect had the adjustments made upon the issuance of such rights or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights or warrants are not so issued, the Conversion Price shall again be adjusted to be the Conversion Price which would then be in effect if such date fixed for the determination of stockholders entitled to receive such rights or warrants had not been fixed. In determining whether any rights or warrants entitle the Holders to subscribe for or purchase shares of Common Stock at less than such Current Market Price, and in determining the aggregate offering price of such shares of Common Stock, there shall be taken into account any consideration received by the Company for such rights or warrants, and any amount payable upon exercise thereof, with the value of such consideration, if other than cash, to be determined by the Board of Directors (whose determination shall be conclusive and described in a resolution of the Board of Directors).

(d) If the Company shall, by dividend or otherwise, distribute to all holders of its Common Stock shares of any class of Capital Stock of the Company (other than any dividends or distributions to which Section 11.05(a) applies) or evidences of its indebtedness or other assets (including securities, but excluding (i) any rights or warrants of a type referred to in Section 11.05(c) and (ii) dividends and distributions paid exclusively in cash referred to in Section 11.05(e)) (the foregoing hereinafter in this Section 11.05(d) called the "Securities"), then, in each such case, the Conversion Price shall be reduced so that the same shall be equal to the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on such Record Date (as defined in Section 11.05(g)) with respect to such distribution by a fraction of which:

(i) the numerator shall be the Current Market Price (determined as provided in Section 11.05(g)) on such Record Date less the fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a resolution of the Board of Directors), on such Record Date of the portion of the Securities so distributed applicable to one share of Common Stock; and

(ii) the denominator shall be such Current Market Price on such Record Date,

such reduction to become effective immediately after the opening of business on the day following the Record Date; provided, however, that in the event the then fair market value (as so determined) of the portion of the Securities so distributed applicable to one share of Common Stock is equal to or greater than the Current Market Price on the Record Date, in lieu of the foregoing adjustment, adequate provision shall be made so that each Holder shall have the right to receive upon conversion of a Note (or any portion thereof) the amount of Securities such Holder would have received had such Holder converted such Note (or portion thereof)

immediately prior to such Record Date. If such dividend or distribution is not so paid or made, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such dividend or distribution had not been declared. If the Board of Directors determines the fair market value of any distribution for purposes of this Section 11.05(d) by reference to the actual or when issued trading market for any securities comprising all or part of such distribution, it must in doing so consider the prices in such market over the same period used in computing the Current Market Price pursuant to Section 11.05(g) to the extent possible.

Rights or warrants distributed by the Company to all holders of Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("Trigger Event"):(i) are deemed to be transferred with such shares of Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 11.05(d) (and no adjustment to the Conversion Price under this Section 11.05(d) shall be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment to the Conversion Price under this Section 11.05(d) shall be made. If any such rights or warrants, including any such existing rights or warrants distributed prior to the date of this Indenture, are subject to Trigger Events, then the occurrence of each such event shall be deemed to be such date of issuance and Record Date with respect to new rights or warrants (and a termination or expiration of the existing rights or warrants without exercise by the holder thereof). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event with respect thereto, that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Price under this Section 11.05(d) was made, (1) in the case of any such rights or warrants which shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Price shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights or warrants which shall have expired or been terminated without exercise by any holders thereof, the Conversion Price shall be readjusted as if such rights and warrants had not been issued.

Notwithstanding any other provision of this Section 11.05(d) to the contrary, rights, warrants, evidences of indebtedness, other securities, cash or other assets (including, without limitation, any rights distributed pursuant to any stockholders rights plan, and any rights or warrants distributed or deemed to be distributed upon the occurrence of a Trigger Event) shall be deemed not to have been distributed for purposes of this Section 11.05(d) if the Company elects to reserve such rights, warrants, evidences of indebtedness, other securities, cash or other assets (including, without limitation, any rights distributed pursuant to any stockholders rights plan, and any rights or warrants distributed or deemed to be distributed upon the occurrence of a Trigger Event) for distribution to each Holder who converts a Note (or any portion thereof) so that such Holder shall be entitled to receive upon such conversion, in addition to the shares of Common Stock issuable upon such conversion, the amount and kind of such distributions that such Holder

would have been entitled to receive if such Holder had, immediately prior to the applicable Record Date, converted such Note into Common Stock.

For purposes of this Section 11.05(d) and Sections 11.05(a) and (c), any dividend or distribution to which this Section 11.05(d) is applicable that also includes shares of Common Stock, or rights or warrants to subscribe for or purchase shares of Common Stock to which Section 11.05(a) or Section 11.05(c) applies, or both, shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets, shares of Capital Stock, rights or warrants other than such shares of Common Stock or rights or warrants to which Section 11.05(a) or Section 11.05(c) applies (and any Conversion Price reduction required by this Section 11.05(d) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights or warrants to which Section 11.05(a) or Section 11.05(c) applies (and any further Conversion Price reduction required by Sections 11.05(a) and (c) with respect to such dividend or distribution shall then be made, except that (A) the Record Date of such dividend or distribution shall be substituted for "the date fixed for the determination of stockholders entitled to receive such dividend or other distribution," "Record Date fixed for such determination" and "Record Date" within the meaning of Section 11.05(a) and for "the date fixed for the determination of stockholders entitled to receive such rights or warrants," "the Record Date fixed for the determination of the stockholders entitled to receive such rights or warrants" and "such Record Date" within the meaning of Section 11.05(c) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed "outstanding at the close of business on the date fixed for such determination" within the meaning of Section 11.05(a)).

(e) If the Company shall, by dividend or otherwise, distribute cash to all holders of its Common Stock (excluding any cash that is distributed as part of a distribution referred to in Section 11.05(d)), then, and in each such case, the Conversion Price shall be reduced, so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the close of business on the Record Date with respect to such distribution by a fraction:

(i) the numerator of which shall be equal to the Current Market Price on the Record Date less the per share amount of such distribution; and

(ii) the denominator of which shall be equal to the Current Market Price on such Record Date,

such adjustment to be effective immediately after the opening of business on the day following the Record Date. If such dividend or distribution is not so paid or made, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such dividend or distribution had not been declared.

(f) If a tender offer or exchange offer (other than the purchase of Notes on any Purchase Date or as part of a Fundamental Change) made by the Company or any of its subsidiaries for all or any portion of the Common Stock and such tender offer or exchange offer (as amended upon the expiration thereof) requires the payment to stockholders (based on the acceptance (up to any maximum specified in the terms of the tender offer or exchange offer) of Purchased Shares (as defined below)) of cash and the fair market value (as determined by the

Board of Directors, whose determination shall be conclusive and described in a resolution of the Board of Directors) of any other consideration included in the payment per share of Common Stock exceeds the last reported sale price per share of the Common Stock on the trading day next succeeding the last date on which tenders or exchanges could have been made pursuant to such tender offer or exchange offer (the "Expiration Time"), then, and 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 close of business on the date of the Expiration Time by a fraction of which:

(i) the numerator shall be the number of shares of Common Stock outstanding (including any Purchased Shares) on the Expiration Time multiplied by the Current Market Price of the Common Stock as of the Expiration Time; and

(ii) the denominator shall be the sum of (x) the fair market value (determined as aforesaid), as of the expiration of the tender offer or exchange offer, of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender offer) of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares") and (y) the product of the number of shares of Common Stock outstanding (less any Purchased Shares) as of the Expiration Time and the Current Market Price of the Common Stock as of the Expiration Time,

such reduction to be effective immediately after the opening of business on the day following the date of the Expiration Time. If the Company is obligated to purchase shares pursuant to any such tender offer, but the Company is permanently prevented by applicable law from effecting any such purchases or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would then be in effect if such tender offer had not been made. If the application of this Section 11.05(f) to any tender offer would result in an increase in the Conversion Price, no adjustment shall be made for such tender offer under this Section 11.05(f).

(g) For purposes of this Section 11.05, the following terms shall have the meaning indicated:

(1) "Current Market Price" means the average of the last reported sale prices per share of Common Stock for, unless otherwise specified herein, the 10 consecutive trading days ending on the earlier of the date of determination and the day before the "ex" date (as hereinafter defined) with respect to the distribution requiring such computation (or, if such trading day is not a trading day, the next preceding trading day), appropriately adjusted to take into account the occurrence during such period of any event described in Section 11.05(a), (b), (c), (d), (e) or (f); subject, however, to the conditions set forth in this Section 11.05. For purposes of any computation under Section 11.05(f), the Current Market Price on any date shall be deemed to be the average of the last reported sale prices per share of Common Stock for such day and the next two succeeding trading days, appropriately adjusted to take into account the occurrence of any event (other than the tender offer or exchange offer requiring such computation) during the period of computation that requires an adjustment to the Conversion Price pursuant to Section 11.05(a), (b), (c), (d), (e) or (f). Notwithstanding the foregoing, whenever successive adjustments to the Conversion Price are called for pursuant to this Section 11.05, such adjustments shall be made to the Current Market Price as may be necessary or appropriate to effectuate the intent of this Section 11.05 and to avoid unjust or inequitable results as determined in good faith by the Board of Directors.

The term "ex" date, (1) when used with respect to any issuance or distribution, means the first date on which the Common Stock trades regular way on the relevant exchange or in the relevant market from which the closing price was obtained without the right to receive such issuance or distribution, (2) when used with respect to any subdivision or combination of shares of Common Stock, means the first date on which the Common Stock trades regular way on such exchange or in such market after the time at which such subdivision or combination becomes effective, and (3) when used with respect to any tender or exchange offer means the first date on which the Common Stock trades regular way on such exchange or in such market after the Expiration Time of such offer.

(2) "fair market value" shall mean the amount which a willing buyer would pay a willing seller in an arm's length transaction.

(3) "last reported sale price" with respect to any securities on any day means the closing sale price per share (or, if no closing sale price is reported, the average of the bid and asked prices or, if more than one in either case, the average of the average bid and the average asked prices) on such day as reported in composite transactions for the principal U.S. securities exchange on which such security is traded or, if such security is not listed on a U.S. national or regional securities exchange, as reported by the Nasdaq National Market. If such security is not listed for trading on a U.S. national or regional securities exchange and not reported by the Nasdaq National Market on the relevant date, the "closing price" shall be the last quoted bid price for such security in the over-the-counter market on the relevant date as reported by the National Quotation Bureau or similar organization. If such security is not so quoted, the "closing price" shall be the average of the mid-point of the last bid and asked prices for such security on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for such purpose.

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

(5) "trading day" shall mean (x) if the applicable security is listed or admitted for trading on the New York Stock Exchange or another U.S. national or regional securities exchange, a day on which the New York Stock Exchange or such other U.S. national or regional securities exchange is open for business or (y) if the applicable security is quoted on the Nasdaq National Market, a day on which trades may be made thereon, or (z) if the applicable security is not so listed, admitted for trading or quoted, any business day (as defined herein).

(h) The Company may make such adjustments in the Conversion Price, in addition to those required by Sections 11.05(a), (b), (c), (d), (e) or (f), as the Board of Directors considers to be advisable to avoid or diminish any potential income tax liability to holders of Common Stock or rights to purchase Common Stock which may result from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes.

The Company from time to time may, to the extent permitted by law, reduce the Conversion Price by any amount for any period of at least 20 days, if the Board of Directors has made a determination that such reduction would be in the Company's best interests, which determination shall be conclusive and described in a resolution of the Board of Directors. The reduction in Conversion Price shall be irrevocable during this period. Whenever the Conversion Price is reduced pursuant to the preceding sentence, the Company shall mail to the Holders at his or her last address appearing on the Register maintained for that purpose a notice of the reduction at least 15 days prior to the date the reduced Conversion Price takes effect, and such notice shall state the reduced Conversion Price and the period during which it will be in effect.

(i) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect; provided, however, that any adjustments which by reason of this Section 11.05(i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article 11 shall be made by the Company and shall be made to the nearest cent or to the nearest one hundredth of a share, as the case may be.

No adjustment need be made for a change in the par value or no par value of the Common Stock.

(j) Whenever the Conversion Price is adjusted as herein provided, the Company shall promptly file with the Trustee and any Conversion Agent other than the Trustee an Officer's Certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Price setting forth the adjusted Conversion Price and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Price to each Holder at his or her last address appearing on the Register maintained for that purpose within 20 days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(k) In any case in which this Section 11.05 provides that an adjustment shall become effective immediately after a Record Date for an event, the Company may defer until the occurrence of such event issuing to the Holder of any Note converted after such Record Date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion by reason of the adjustment required by such event over and above the Common Stock issuable upon such conversion before giving effect to such adjustment.

(l) For purposes of this Section 11.05, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common

Stock. The Company shall not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

SECTION 11.06. Effect of Reclassification, Consolidation, Merger or Sale.

If any of the following events occur:(i) any reclassification or change of the outstanding shares of Common Stock (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), (ii) any consolidation, merger, share exchange or combination of the Company with another corporation as a result of which holders of Common Stock shall be entitled to receive stock, securities or other property or assets (including cash) with respect to or in exchange for such Common Stock, other than a consolidation, merger, share exchange or combination in which the Company is the continuing corporation and which does not result in reclassification (other than a change in name, or 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), conversion, exchange or cancellation of the Common Stock, or (iii) any sale or conveyance or other disposition of all or substantially all of the properties and assets of the Company to any other corporation as a result of which holders of Common Stock shall be entitled to receive stock, other securities or other property or assets (including cash) with respect to or in exchange for such Common Stock, then the Company or the successor or purchasing corporation, as the case may be, shall execute with the Trustee a supplemental indenture (which shall comply with the TIA as in force at the date of execution of such supplemental indenture if such supplemental indenture is then required to so comply) providing that the Notes shall be convertible into the kind and amount of shares of stock and other securities or property or assets (including cash) receivable upon such reclassification, change, consolidation, merger, share exchange, combination, sale, conveyance or other disposition by a holder of a number of shares of Common Stock issuable upon conversion of the Notes (assuming, for such purposes, a sufficient number of authorized shares of Common Stock available to convert all such Notes) immediately prior to such reclassification, change, consolidation, merger, share exchange, combination, sale, conveyance or other disposition assuming such holder of Common Stock did not exercise his or her rights of election, if any, as to the kind or amount of securities, cash or other property receivable upon such reclassification, change, consolidation, merger, share exchange, sale, conveyance or other disposition (provided that, if the kind or amount of securities, cash or other property receivable upon such reclassification, change, consolidation, merger, share exchange, sale, conveyance or other disposition is not the same for each share of Common Stock in respect of which such rights of election have not been exercised ("non-electing share"), then, for the purposes of this Section 11.06, the kind and amount of securities, cash or other property receivable upon such reclassification, change, consolidation, merger, share exchange, sale, conveyance or other disposition for 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 that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 11. If, in the case of any such reclassification, change, consolidation, merger, share exchange, combination, sale, conveyance or other disposition, the stock or other securities and assets receivable thereupon by a holder of shares of Common Stock includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such reclassification, change, consolidation, merger, share exchange, combination, sale, conveyance or other disposition, then such

supplemental indenture shall also be executed by such other corporation and shall contain such additional provisions to protect the interests of the Holders as the Board of Directors shall reasonably consider necessary by reason of the foregoing.

The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Holder at his or her address appearing on the Register for that purpose within 20 days after execution of such supplemental indenture. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

The above provisions of this Section 11.06 shall similarly apply to successive reclassifications, changes, consolidations, mergers, share exchanges, combinations, sales, conveyances and other dispositions.

If this Section 11.06 applies to any event or occurrence, Section 11.05 shall not apply.

SECTION 11.07. Taxes on Shares Issued.

The issue of stock certificates on conversions of the Notes shall be made without charge to the converting Holder for any tax in respect of the issue thereof. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of stock in any name other than that of the Holder of any Note converted, and the Company shall not be required to issue or deliver any such stock certificate unless and until the person or persons requesting the issue thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

SECTION 11.08. Reservation of Shares; Shares to Be Fully Paid; Listing of Common Stock.

(a) The Company shall provide, free from preemptive rights, out of its authorized but unissued shares or shares held in treasury, sufficient shares to provide for the conversion of the Notes from time to time as such Notes are presented for conversion.

(b) Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value, if any, of the shares of Common Stock issuable upon conversion of the Notes, the Company shall take all corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue shares of such Common Stock at such adjusted Conversion Price.

(c) The Company covenants that all shares of Common Stock issued upon conversion of the Notes will be duly authorized and validly issued and fully paid and non-assessable by the Company and free from all taxes, liens and charges with respect to the issue thereof.

(d) The Company further covenants that as long as the Common Stock is listed on the New York Stock Exchange, the Company shall cause all Common Stock issuable upon conversion of the Notes to be eligible for such listing in accordance with, and at the times required under, the requirements of the New York Stock Exchange, and if at any time the Common Stock becomes listed on any other U.S. national securities exchange, or quoted on the Nasdaq National Market System or any other automated quotation system, the Company shall

cause all Common Stock issuable upon conversion of the Notes to be so listed or quoted and kept so listed or quoted.

SECTION 11.09. Responsibility of Trustee.

The Trustee shall not at any time be under any duty or responsibility to any Holders to determine whether any facts exist which may require any adjustment of the Conversion Price, or with respect to the nature or extent or calculation 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. The Trustee shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at any time be issued or delivered upon the conversion of any Note; and the Trustee makes no representations with respect thereto. Subject to the provisions of Section 7.01, the Trustee shall not be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article 11. Without limiting the generality of the foregoing, the Trustee shall not have any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 11.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Holders upon the conversion of their Notes after any event referred to in such Section 11.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 7.01, may accept as conclusive evidence of the correctness of any such provisions, and shall fully be protected in relying upon, the Officer's Certificate and Opinion of Counsel (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto.

SECTION 11.10. Notice to Holders Prior to Certain Actions.

If (a) the Company declares a dividend (or any other distribution) on its Common Stock (other than in cash out of retained earnings); or

(b) the Company authorizes the granting to the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class of Common Stock or any other rights or warrants (other than rights or warrants referred to in the second paragraph of Section 11.05(d)); or

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

(d) there is any voluntary or involuntary dissolution, liquidation or winding-up of the Company;

then the Company shall cause to be filed with the Trustee and to be mailed to each Holder at his or her address appearing on the Register maintained for that purpose as promptly as possible but in any event at least 15 days prior to the applicable date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights or warrants are to be determined, or (y) the date on which such reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, share exchange, sale, transfer, dissolution, liquidation or winding-up.

SECTION 11.11. Restriction on Common Stock Issuable Upon Conversion.

(a) Shares of Common Stock to be issued upon conversion of Notes prior to the effectiveness of a Shelf Registration Statement shall be physically delivered in certificated form to the Holders converting such Notes, and the certificate representing such shares of Common Stock shall bear the Restricted Common Stock Legend unless removed in accordance with Section 11.11(c).

(b) If (i) shares of Common Stock to be issued upon conversion of a Note prior to the effectiveness of a Shelf Registration Statement are to be registered in a name other than that of the Holder of such Note or (ii) shares of Common Stock represented by a certificate bearing the Restricted Common Stock Legend are transferred subsequently by such Holder, then, unless the Shelf Registration Statement has become effective and such shares are being transferred pursuant to the Shelf Registration Statement, the Holder must deliver to the transfer agent for the Common Stock a certificate in substantially the form of Exhibit C as to compliance with the restrictions on transfer applicable to such shares of Common Stock, and neither the transfer agent nor the registrar for the Common Stock shall be required to register any transfer of such Common Stock not so accompanied by a properly completed certificate.

(c) Except in connection with a Shelf Registration Statement, if certificates representing shares of Common Stock are issued upon the registration of transfer, exchange or replacement of any other certificate representing shares of Common Stock bearing the Restricted Common Stock Legend, or if a request is made to remove such Restricted Common Stock Legend from certificates representing shares of Common Stock, the certificates so issued shall bear the Restricted Common Stock Legend, or the Restricted Common Stock Legend shall not be removed, as the case may be, unless there is delivered to the Company such satisfactory evidence, which may include an opinion of counsel, as may be reasonably required by the Company, that neither the legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of the Securities Act and the rules and regulations promulgated thereunder or that such shares of Common Stock are securities that are not "restricted" within the meaning of Rule 144. Upon provision to the Company of such reasonably satisfactory evidence, the Company shall cause the transfer agent for the Common

Stock to countersign and deliver certificates representing shares of Common Stock that do not bear the legend.

ARTICLE 12

CONVERSION EVENTS

SECTION 12.01. Conversion Upon Satisfaction of Sale Price Condition.

Subject to and upon compliance with the provisions of this Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holders of the Notes shall have the right to convert their Notes into shares of Common Stock in any calendar quarter after the quarter ending September 30, 2003 if the last reported sale price of the Common Stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than 130% of the Conversion Price on such last trading day.

SECTION 12.02. Conversion Based on Trading Price of the Notes.

(a) Subject to and upon compliance with the provisions of this Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holders of the Notes shall have the right to convert their Notes into shares of Common Stock during the five business day period following any 10 consecutive trading days in which the average of the trading prices for the Notes for that 10 trading days was less than 98% of the average last reported sale prices of the Common Stock during such period multiplied by the Conversion Rate. The "Conversion Rate" shall be equal to the number of shares of Common Stock issuable upon conversion of a Note per $1,000 of principal amount thereof (i.e., $1,000 principal amount of the Note being converted divided by the applicable Conversion Price).

(b) The "trading price" of the Notes on any date of determination means the average of the secondary market bid quotations per $1,000 principal amount of Notes obtained by the Trustee for $10,000,000 principal amount of the Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; provided that if at least three such bids cannot be obtained, but two such bids are obtained by the Trustee, then the average of the two bids shall be used. If the Trustee cannot reasonably obtain at least two bids for $10,000,000 principal amount of the Notes from a nationally recognized securities dealer or, in the reasonable judgment of the Company, the bid quotations are not indicative of the secondary market value of the Notes, then the trading price of the Notes will be deemed to be equal to 97.9% of (a) the Conversion Rate of the Notes as of the applicable date of determination multiplied by (b) the last reported sale price (as defined in Section 11.05(g)) of the Common Stock on such determination date.

(c) The Trustee will determine the trading price of the Notes during the applicable period at the request of the Company. The Company shall make such request upon receipt of reasonable evidence from the Holder that the condition to conversion under this Section 12.02 has been or may be satisfied.

SECTION 12.03. Conversion Upon Credit Rating Event.

Subject to and upon compliance with the provisions of this Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holders of the Notes shall have the right to convert their Notes in shares of Common Stock during any period that the Notes are rated by either Standard & Poor's Rating Group and Moody's Investor Services, Inc. and the credit rating initially assigned to the Notes by either rating agency is reduced by two or more ratings levels, if the credit rating assigned to the Notes is suspended or withdrawn by both such rating agencies or if the Notes are no longer rated by at least one of such rating agencies.

SECTION 12.04. Conversion Upon Notice of Redemption.

Subject to and upon compliance with the provisions of this Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holders of the Notes shall have the right to convert into shares of Common Stock the Notes or the portions thereof that have been called for redemption pursuant to Article 4 above; provided that such Notes or portions thereof are surrendered for conversion on or prior to the close of business on the second business day prior to the Redemption Date in accordance with the terms of this Indenture.

SECTION 12.05. Conversion Upon Specified Corporate Transactions.

(a) Subject to and upon compliance with the provisions of this Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holders of the Notes shall have the right to convert their Notes into shares of Common Stock in the event that the Company (i) issues rights or warrants to all holders of its outstanding shares of Common Stock entitling them to subscribe for or purchase, for a period expiring within 60 days after the date of issuance, shares of Common Stock at a price per share less than the last reported sale price (as defined in Section 11.05(g)) per share of Common Stock on the trading day (as defined in Section 11.05(g)) immediately preceding the date of the issuance; or (ii) distributes to all holders of its outstanding shares of Common Stock any assets or debt securities of the Company, or rights to purchase any securities of the Company, which distribution has a value per share of Common Stock, as determined by the Board of Directors (whose determination shall be conclusive and described in a resolution of the Board of Directors), that exceeds 15% of the last reported sale price (as defined in Section 11.05(g)) per share of Common Stock on the trading day (as defined in Section 11.05(g)) immediately preceding the date of declaration of such distribution. The Company shall give notice to the Holders at least 20 business days prior to the "ex" date (as defined in Section 11.05(g)) for such distribution, and Notes may be surrendered for conversion at any time thereafter until the earlier of the close of business on the business day immediately prior to the "ex" date and the announcement by the Company that such distribution will not take place, even if the Notes are not otherwise convertible at such time.

(b) Subject to and upon compliance with the provisions of this Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holders of the Notes shall have the right to convert their Notes into shares of Common Stock in the event the Company is a party to any consolidation, merger, share exchange, combination or a

sale, conveyance or other disposition of all or substantially all of the property and assets of the Company as set forth in Section 11.06 pursuant to which the Common Stock would be converted into cash, securities or other property. In any such case, the Notes may be surrendered for conversion at any time from and after the date which is 15 days prior to the anticipated effective date of the transaction until 15 days after the actual effective date of such transaction and, following the effective time of such transaction, the Notes shall be convertible into the kind and amount of cash, securities or other property of the Company or another person which the Holder would have received if the Holder had converted its Notes immediately prior to the applicable record date for such transaction.

SECTION 12.06. Notification of Right to Convert.

The Company shall notify the Holders upon determination that Holders are or will be entitled to convert their Notes, or any portion of such principal amount which is $1,000 or an integral multiple thereof, into fully paid and non-assessable shares of Common Stock in accordance with this Article 12 and paragraph 9 of the Note, by issuing a press release and publishing such determination on the Company's web site; provided, however, that, after issuing a press release that the Holders are or will be entitled to convert their Notes, the Company shall not be required to issue any subsequent press release to the same effect unless at any time thereafter the Holders shall cease to be entitled to convert their Notes, in which case the provisions of this Section 12.06 shall apply at such later time as the Holders once again are or will be entitled to convert their Notes.

ARTICLE 13

SUBORDINATION

SECTION 13.01. Notes Subordinate to Senior Indebtedness.

The Company covenants and agrees, and each Holder of a Note by its acceptance thereof likewise covenants and agrees, that to the extent and in the manner hereinafter set forth in this Article (subject to Section 8.01 hereof with respect to amounts in cash or or shares of Common Stock previously held in trust) the indebtedness represented by the Notes and the payment of the principal amount, premium, if any, plus accrued and unpaid interest and Additional Amounts, if any, on (including, without limitation, interest, as provided in the Notes, accruing after the filing of a petition initiating any proceeding referred to in Section 6.01(f) or 6.01(g), whether or not such interest accrues after the filing of such petition for purposes for purposes of Title 11 of the United States Code or is an allowed claim in such proceeding), any payment of the redemption or repurchase price with respect to, and all fees, expenses or other amounts payable under or in respect of, each and all of the Notes (the "Subordinated Debt") are hereby expressly made subordinate and subject in right of payment to the prior payment in full of all Senior Indebtedness in cash or other payment satisfactory to holders of Senior Indebtedness, in their sole discretion, whether outstanding at the date of this Indenture or thereafter incurred.

SECTION 13.02. No Payments in Certain Circumstances; Payment Over of Proceeds upon Dissolution, Etc.

No payment shall be made by or on behalf of the Company for or on account of any Subordinated Debt, and neither the Trustee nor any holder of any Note shall take or receive from the Company, directly or indirectly, in cash or other property or by setoff or in any other manner, including, without limitation, from or by way of collateral (other than payments made from any trust previously created pursuant to Section 8.01 hereof) if, at the time of such payment: (a) a default in the payment of principal, premium, if any, or interest or other amounts due on or in connection with any Senior Indebtedness, including any default under any redemption or repurchase obligation, occurs and is continuing (or, in the case of Senior Indebtedness for which there is a period of grace, in the event of such a default that continues beyond the period of grace, if any, specified in the instrument or lease evidencing such Senior Indebtedness), unless and until such default shall have been cured or waived or shall have ceased to exist (a "Payment Default"); or (b) a default, other than a payment default, on Senior Indebtedness occurs and is continuing that then permits holders of such Senior Indebtedness to accelerate its maturity, or in the case of a lease, a default occurs and is continuing that permits the lessor to either terminate the lease or require the Company to make an irrevocable offer to terminate the lease following an event of default under the lease, and the Trustee receives a notice of such default (a "Payment Blockage Notice") from the Company or any other person permitted to give such notice thereunder.

If the Trustee receives any Payment Blockage Notice pursuant to clause (b) above, no subsequent Payment Blockage Notice shall be effective for purposes of this Section 13.02 unless and until at least nine months shall have elapsed since the initial effectiveness of the immediately prior Payment Blockage Notice. No nonpayment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee (unless such default was waived, cured or otherwise ceased to exist and thereafter subsequently reoccurred) shall be, or be made, the basis for a subsequent Payment Blockage Notice.

The Company may and shall resume payments on and distributions in respect of the Subordinated Debt (including missed payments, if any): (A) in the case of a Payment Default, the date upon which the default is cured or waived or ceases to exist, or (B) in the case of a default referred to in clause (b) of the second preceding paragraph, the earlier of the date on which such nonpayment default is cured or waived or ceases to exist or 179 days after such Payment Blockage Notice is received, if the maturity of such Senior Indebtedness has not been accelerated, or in the case of any lease, 179 days after notice is received if the Company has not received notice that the lessor under such lease has exercised its rights to terminate the lease or require the Company to make an irrevocable offer to terminate the lease following an event of default under such lease.

Upon (i) any acceleration of the principal amount due on the Notes or (ii) any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities, to creditors upon any dissolution, winding up or total or partial liquidation or reorganization of the Company, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other proceedings, all principal amount, premium, if any, sinking fund and interest or other amounts due, or to become due, upon or in connection with all Senior

Indebtedness shall first be paid in full in cash or other payment satisfactory to the holders of such Senior Indebtedness, in their sole discretion, before any payment (other than Permitted Junior Securities) is made on account of the Subordinated Indebtedness, and upon any such dissolution or winding up or liquidation or reorganization any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities (other than Permitted Junior Securities), to which the Holders of the Notes or the Trustee under this Indenture would be entitled, except for the provisions hereof, shall be paid by the Company or by any receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, or by the Holders of the Notes or by the Trustee under this Indenture if received by them or it, as the case may be, directly to the holders of Senior Indebtedness (pro rata to each such holder on the basis of the respective amounts of Senior Indebtedness held by such holder) or their representatives, to the extent necessary to pay all Senior Indebtedness in full, in cash, or other payment satisfactory to the holders of such Senior Indebtedness, in their sole discretion, after giving effect to any concurrent payment or distribution to or for the holders of Senior Indebtedness, before any payment or distribution is made to the Holders of the Notes or to the Trustee under the Subordinated Debt. 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 to another person upon the terms and conditions set forth in Article 5 shall not be deemed a dissolution, winding-up, liquidation, reorganization, assignment for the benefit of creditors or marshalling of assets and liabilities of the Company 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 all or substantially all of such properties and assets, as the case may be, shall as part of such consolidation, merger, conveyance or transfer, comply with the conditions set forth in Article 5.

In the event that, contrary to the foregoing, any payment or distribution of assets of the Company of any kind or character, whether in cash, property or securities (other than Permitted Junior Securities), shall be received by the Trustee or the Holders of the Notes before all Senior Indebtedness is paid in full in cash or other payment satisfactory to the holders of Senior Indebtedness, in their sole discretion, such payment or distribution shall be paid over or delivered to the holders of such Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Indebtedness have been issued, as their respective interests may appear, for application to the payment of all Senior Indebtedness remaining unpaid to the extent necessary to pay all such Senior Indebtedness in full in cash or other payment satisfactory to the holders of such Senior Indebtedness, in their sole discretion, in accordance with its terms, after giving effect to any concurrent payment or distribution to or for the holders of such Senior Indebtedness.

Subject to the payment in full in cash of all Senior Indebtedness or other payment satisfactory to holders of such Senior Indebtedness, in their sole discretion, the Holders of the Notes (together with the holders of any other indebtedness of the Company that is subordinated in right of payment to the payment in full in cash of all Senior Indebtedness that is not subordinated in right of payment to the Notes and that by its terms grants such right of subrogation to the holders thereof) shall be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distribution of assets of the Company made on the Senior Indebtedness until the principal of, premium, if any, and interest on, or amounts payable upon

redemption or repurchase of, the Notes shall be paid in full; and, for the purposes of such subrogation, no payments or distributions to the holders of Senior Indebtedness of any cash, property or securities to which the Holders of the Notes or the Trustee would be entitled except for the provisions of this Article, and no payment over pursuant to the provisions of this Article to the holders of Senior Indebtedness by the Holders of the Notes or the Trustee, shall, as between the Company, its creditors other than the holders of Senior Indebtedness, and the Holders of Notes, be deemed to be a payment by the Company to the holders of or on account of Senior Indebtedness, it being understood that the provisions of this Article are and are intended solely for the purpose of defining the relative rights of the Holders of the Notes, on the one hand, and the holders of Senior Indebtedness, on the other hand.

The holders of the Subordinated Debt, the Trustee and the Company each will, at the Company's expense and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable in order to protect any right or interest granted or purported to be granted hereby or to enable any holder of Senior Indebtedness to exercise and enforce its rights and remedies hereunder.

No amendment, waiver or other modification of this Indenture, and no indenture supplemental to this Indenture, may adversely affect the rights or interests of any holder of Senior Indebtedness hereunder.

SECTION 13.03. Trustee to Effectuate Subordination.

Each holder of a Note 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 13.04. No Waiver of Subordination Provisions.

No right of any present or future holder of any Senior Indebtedness 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 of any Senior Indebtedness or by any non-compliance 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 Indebtedness may, at any time and from time to time, without the consent of or notice to the Trustee or the Holders of the Notes, without incurring responsibility to the Holders of the Notes and without impairing or releasing the subordination provided in this Article or the obligations hereunder of the Holders of the Notes to the holders of Senior Indebtedness, do any one or more of the following: (a) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, Senior Indebtedness or otherwise amend or supplement in any manner Senior Indebtedness or any instrument evidencing the same or any agreement under which Senior Indebtedness is outstanding; (b) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing Senior Indebtedness; (c) release any person

liable in any manner for the collection of Senior Indebtedness; and (d) exercise or refrain from exercising any rights against the Company and any other person. The provisions of this Article 13 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Indebtedness is rescinded or must otherwise be returned by any holder of Senior Indebtedness upon the insolvency, bankruptcy or reorganization of the Company or otherwise, all as though such payment had not been made.

SECTION 13.05. Notice to Trustee.

The Company shall give prompt written notice to the Trustee of any fact known to the Company that would prohibit the making of any payment to or by the Trustee in respect of the Notes. 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 that would prohibit the making of any payment to or by the Trustee in respect of the Notes, unless and until a Trust Officer of the Trustee shall have received written notice thereof from the Company or a holder of Senior Indebtedness or from any trustee, agent or representative therefor; and, prior to the receipt of any such written notice, the Trustee 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 13.05 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 Note), 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 that may be received by it within two business days prior to such date.

Subject to the provisions of Section 7.01, 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 Indebtedness (or a trustee, agent or representative therefor) to establish that such notice has been given by a holder of Senior Indebtedness (or a trustee, agent or representative 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 Indebtedness to participate in any payment or distribution pursuant to this Article 13, the Trustee may request such person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness 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 13, 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 13.06. Reliance on Judicial Order of 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 7.01, and the Holders of the Notes shall be entitled to rely upon any order or decree entered by any court of competent jurisdiction in which any insolvency, bankruptcy, receivership, liquidation, reorganization, dissolution, winding up or similar case or 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 Notes, for the purpose

of ascertaining the persons entitled to participate in such payment or distribution, the holders of the Senior Indebtedness 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.

SECTION 13.07. Trustee Not Fiduciary for Holders of Senior Indebtedness.

The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and shall not be liable to any such holders if it shall in good faith mistakenly pay over or distribute to Holders of Notes or to the Company or to any other person cash, property or securities to which any holders of Senior Indebtedness shall be entitled by virtue of this Article or otherwise. With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article 13, and no implied covenants or obligations with respect to holders of Senior Indebtedness shall be read into this Indenture against the Trustee.

SECTION 13.08. Reliance by Holders of Senior Indebtedness on Subordination Provisions.

Each Holder by accepting a Note acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Indebtedness, whether such Senior Indebtedness was created or acquired before or after the issuance of the Notes, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness, and such holder of Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness. Such holders of the Company's Senior Indebtedness are intended by the parties to the Indenture to be third party creditor beneficiaries under this Indenture for the purposes of enforcing the provisions of this Article 13.

SECTION 13.09. Rights of Trustee as Holder of Senior Indebtedness; Preservation of Trustee's Rights.

The Trustee in its individual capacity shall be entitled to all the rights set forth in this Article 13 with respect to any Senior Indebtedness that may at any time be held by it, to the same extent as any other holder of Senior Indebtedness, and nothing in this Indenture shall deprive the Trustee of any of its rights as such holder.

Nothing in this Article 13 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.07.

SECTION 13.10. 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 13 in addition to or in place of the Trustee; provided, however, that Section 13.09 shall not apply to the Company or any Affiliate of the Company if it or such Affiliate acts as Paying Agent.

SECTION 13.11. Certain Conversions and Repurchases Deemed Payment.

For the purposes of this Article 13 only, (a) the issuance and delivery of Permitted Junior Securities upon conversion of Notes in accordance with Article 11 or upon the repurchase of Notes in accordance with Article 4 shall not be deemed to constitute a payment or distribution on account of the principal amount, or premium or interest on the Notes or on account of the purchase or other acquisition of Notes, and (b) the payment, issuance or delivery of cash, property or securities (other than Permitted Junior Securities and other than the payment of cash in lieu of fractional shares of Common Stock in accordance with Article 11) upon conversion of a Note in accordance with Article 11 or upon redemption or repurchase of a Note in accordance with Article 4 shall be deemed to constitute payment on account of the principal of such Note. Nothing contained in this Article 13 or elsewhere in this Indenture or in any of the Securities shall prevent the conversion by a Holder of any Notes into Common Stock in accordance with the provisions for conversion of such Notes set forth in this Indenture, including the payment of cash in lieu of fractional shares of Common Stock in accordance with Article 11.

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed, all as of the date first above written, signifying their agreements contained in this Indenture.

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Richard N. Grubb

Name: Richard N. Grubb
Title: Chief Financial Officer and
Executive Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION
not in its individual capacity
but solely as Trustee

By: /s/ Alan G. Finn

Name: Alan G. Finn
Title: Vice President

EXHIBIT A
(Face of Security)

[Global Securities Legend]

[The following legend shall appear on the face of each Global Security:

THIS CONVERTIBLE SUBORDINATED NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS CONVERTIBLE SUBORDINATED NOTE FOR ALL PURPOSES.]

[The following legend shall appear on the face of each Global Security for which The Depository Trust Company is to be the Depositary:

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

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR REGISTERED CONVERTIBLE SUBORDINATED NOTES IN DEFINITIVE REGISTERED FORM IN THE LIMITED CIRCUMSTANCES REFERRED TO IN THE INDENTURE, THIS GLOBAL SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR NOMINEE.]

[Restricted Securities Legend]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF VISHAY INTERTECHNOLOGY, INC. THAT THIS SECURITY MAY NOT BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE LATER OF (X) THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO THE SALES OF THE SECURITY EVIDENCED HEREBY UNDER RULE 144(k) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION) OR (Y) THREE MONTHS AFTER SUCH HOLDER CEASES TO BE AN "AFFILIATE" (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT) OF VISHAY INTERTECHNOLOGY, INC. OTHER THAN (1) TO VISHAY INTERTECHNOLOGY, INC., (2) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A") TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A, PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 (IF AVAILABLE) UNDER THE SECURITIES ACT, (4) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND OTHER JURISDICTIONS AND, IN THE CASE OF ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (3) OR (4), SUBJECT TO THE RIGHTS OF THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO IT. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, REPRESENTS AND AGREES FOR THE BENEFIT OF VISHAY INTERTECHNOLOGY, INC. THAT IT IS A QUALIFIED INSTITUTIONAL BUYER. IN ANY CASE THE HOLDER HEREOF WILL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY HEDGING TRANSACTION WITH REGARD TO THIS SECURITY OR ANY COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY EXCEPT AS PERMITTED BY THE SECURITIES ACT.

CUSIP No.: ----------

ISIN: ---------- $ ----------

Vishay Intertechnology, Inc.
3 5/8% CONVERTIBLE SUBORDINATED NOTE DUE 2023

VISHAY INTERTECHNOLOGY, INC. promises to pay to CEDE & CO. or registered assigns, the principal sum of _____ ($_____) on August 1, 2023, and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest is paid or duly provided for.

Interest Payment Dates: February 1 and August 1 commencing February 1, 2004

Regular Record Dates: January 15 and July 15

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

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

VISHAY INTERTECHNOLOGY, INC.

By:

Name:
Title:

Certificate of Authentication

This is one of the Convertible Subordinated Notes described in the within-mentioned Indenture.

WACHOVIA BANK, NATIONAL ASSOCIATION
as Trustee

By:

Authorized Signatory

Dated:

(Back of Security)

VISHAY INTERTECHNOLOGY, INC.
3 5/8% CONVERTIBLE SUBORDINATED NOTES DUE 2023

1. Interest. Vishay Intertechnology Inc., a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Company will pay interest (and Additional Amounts, if any) semiannually in arrears on February 1 and August 1 of each year, beginning February 1, 2004. Interest on the Notes will accrue from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from August 6, 2003. Interest and Additional Amounts, if any will be computed on the basis of a 360-day year composed of twelve 30-day months and, in the case of an incomplete month, the actual number of days elapsed. Interest payments on this Note will include accrued interest from and including the next preceding Interest Payment Date in respect of which interest has been paid (or from and including August 6, 2003, if no interest has been paid), to but excluding the related Interest Payment Date or date of maturity, as the case may be.

2. Method of Payment. The Company will pay interest and Additional Amounts, if any, on the Notes (except defaulted interest) to the person in whose name each Note is registered at the close of business on the January 15 or July 15 (each, a "Regular Record Date") immediately preceding the relevant Interest Payment Date (other than with respect to a Note or portion thereof (i) with respect to which a notice of redemption shall have been mailed by the Company in accordance with Section 4.03 of the Indenture, which notice of redemption shall specify a Redemption Date that is after the close of business on a Regular Record Date and prior to the next Interest Payment Date, or (ii) repurchased in connection with a Fundamental Change on a Fundamental Change Repurchase Date that is after the close of business on a Regular Record Date and prior to the next Interest Payment Date, in which case accrued interest and Additional Amounts, if any, shall be payable (unless such Note or portion thereof is converted) to the Holder of the Note or portion thereof redeemed or repurchased in accordance with the applicable provisions of the Indenture).

The Holder must surrender Notes to a Paying Agent to collect principal payments. The Company will pay the principal and interest, Additional Amounts, if any, and Redemption Price, Purchase Price and Fundamental Change Repurchase Price, as applicable), on the Notes at the office or agency of the Company maintained for such purpose, in money of the United States that at the time of payment is legal tender for payment of public and private debts. Until otherwise designated by the Company, the Company's office or agency maintained for such purpose will be the principal Corporate Trust Office of the Trustee. If the Notes are held in global form, principal and interest (including Additional Amounts, if any, Redemption Price, Purchase Price and Fundamental Change Repurchase Price, as applicable), on the Notes shall be paid by wire transfer in immediately available funds in accordance with the written wire transfer instruction supplied by such Holder from time to time to the Trustee and Paying Agent (if different from the Trustee) at least two days prior to the applicable Regular Record Date. With respect to Notes held other than in global form, the Company will make payments by wire transfer of immediately available funds to the account specified by the Holders thereof or, if no such account is specified with respect to a Holder, by mailing a check to the Holder's registered address.

3. Paying Agent, Registrar and Conversion Agent. Wachovia Bank, National Association (together with any successor Trustee under the Indenture referred to below, the "Trustee") will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar, Conversion Agent or co-registrar without prior notice. Subject to certain limitations in the Indenture, the Company or any of its subsidiaries may act in any such capacity.

4. Indenture. The Company issued the Notes under an Indenture, dated as of August 6, 2003 (the "Indenture"), between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code ss.ss.77aaa-77bbbb) (the "TIA") as in effect on the date of the Indenture. The Notes are subject to, and qualified by, all such terms, certain of which are summarized hereon, and Holders are referred to the Indenture and the TIA for a statement of such terms. The Notes are general unsecured obligations of the Company limited as provided in the Indenture to $450,000,000 in aggregate principal amount, unless an election has been made as set forth in Article 2 of the Indenture to increase such aggregate principal amount to an amount not to exceed $500,000,000.

Capitalized terms not defined herein have the same meaning as is given to them in the Indenture.

5. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. As a condition of transfer, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents, and the Company and the Registrar may require a Holder to pay any taxes and fees permitted by the Indenture.

6. Persons Deemed Owners. The person in whose name the Notes are registered on the Registrar's books will be treated as its owner for all purposes.

7. Amendments and Waivers. Subject to certain exceptions, the Indenture and the Notes may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes), and any existing Default or Event of Default (except a Default or Event of Default in the payment of principal of or interest or Additional Amounts, if any, on the Notes) may be waived with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes (including consents obtained in connection with a tender offer or exchange offer for the Notes).

Without the consent of any Holder, the Indenture or the Notes may be amended to: (a) cure any ambiguity, defect or inconsistency or make any other changes in the provisions of the Indenture which the Company and the Trustee may deem necessary or desirable, provided that such amendment does not materially and adversely affect the rights of the Holders under the Indenture; (b) evidence the succession of another person to the Company and provide for the assumption by such successor of the covenants and obligations of the Company under the Indenture and the Notes; (c) provide for the conversion rights of Holders in the event of

consolidation or merger or sale of all or substantially all of the assets of the Company; (d) in the case of certain corporate transactions, modify the provisions of the Indenture relating to the rights of Holders to repurchase Notes following a Fundamental Change; (e) reduce the Conversion Price; (f) evidence and provide for the acceptance of appointment under the Indenture of a successor Trustee; (g) make any changes that would provide the Holders with any additional rights or benefits or that do not adversely affect the legal rights under the Indenture of any Holder; (h) comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA; or (i) modify the restrictions on, and procedures for, resale and other transfers of the Notes or the shares of Common Stock issuable upon conversion of the Notes pursuant to law, regulation or practice relating to the resale or transfer of restricted securities generally.

Without the consent of each Holder affected, an amendment or waiver may not (with respect to any Notes held by a non-consenting Holder): (a) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver; (b) reduce the principal of or change the fixed maturity of any Note or, except as permitted pursuant to Section 9.01 of the Indenture, alter the redemption or repurchase provisions with respect to the Notes; (c) reduce the rate of, or change the time for payment of, interest, including defaulted interest, and Additional Amounts, if any, and any Redemption Price, Purchase Price or Fundamental Change Repurchase Price, if applicable, on any Note; (d) waive a Default or Event of Default in the payment of principal or interest or Additional Amounts, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the Notes then outstanding and a waiver of the payment default that resulted from such acceleration); (e) make the principal or interest or Additional Amounts, if any, on any Note payable in money other than as provided for in the Indenture and in the Notes; (f) make any change in the provisions of the Indenture relating to waivers of past Defaults or Events of Default or the rights of Holders to receive payments of principal of or interest or Additional Amounts, if any, and any Redemption Price, Purchase Price or Fundamental Change Repurchase Price, if applicable, on the Notes; (g) waive a Fundamental Change Repurchase Price with respect to any Note; (h) increase the Conversion Price or, except as permitted by the Indenture (including Section 9.01), modify the provisions of the Indenture relating to conversion of the Notes in a manner adverse to the Holders thereof; or (i) impair the right to institute suit for the enforcement of any payment with respect to, or conversion of, the Notes or the provisions of clauses (a) through (i) of Section 9.02 of the Indenture.

8. Redemption and Purchase. The Company, at its option, may redeem all or a portion of the Notes on or after August 1, 2010 at a redemption price in cash ("Redemption Price") equal to 100% of the principal amount thereof, plus any accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the Redemption Date. At least 30 days but not more than 60 days before a Redemption Date, the Company shall mail a notice of redemption by first-class mail, postage prepaid, to each Holder of Notes to be redeemed.

Subject to the terms and conditions of the Indenture, Notes shall be purchased by the Company at the option of the Holder thereof, in whole or in part, at a purchase price (the "Purchase Price") equal to 100% of the principal amount thereof, plus any accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the relevant Purchase Date of August 1, 2008, August 1, 2010, August 1, 2013 and August 1, 2018, as applicable, upon

delivery of a Purchase Notice containing the information set forth in the Indenture, at any time from the opening of business on the date that is at least 20 business days prior to the relevant Purchase Date until the close of business on the third business day prior to such Purchase Date. The Company may choose to pay the Purchase Price in cash or shares of Common Stock or any combination of cash and Common Stock, as provided in the Indenture.

Following a Fundamental Change, the Company shall make a Fundamental Change Offer to repurchase all Notes then outstanding at a Fundamental Change Repurchase Price equal to (i) beginning on August 6, 2003 and ending on July 31, 2008, 105% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the Fundamental Change Repurchase Date or (ii) on August 1, 2008 and thereafter, 100% of the principal amount thereof, plus accrued and unpaid interest and Additional Amounts, if any, to, but excluding, the Fundamental Change Repurchase Date, in each case in accordance with the terms and conditions set forth in the Indenture. The Company may choose to pay the Fundamental Change Repurchase Price in cash or shares of Common Stock or any combination of cash and shares of Common Stock, as provided in the Indenture. If the Company elects to pay all or a portion of the Fundamental Change Repurchase Price in shares of Common Stock, the shares of the Common Stock will be valued at 98% of the Market Price of the Common Stock. To accept the Fundamental Change Offer, the Holder hereof must comply with the terms thereof, including surrendering this Note with the "Fundamental Change Repurchase Notice" portion thereof completed to the Trustee, with a copy to the Paying Agent, at any time on or prior to the Fundamental Change Offer Termination Date, as provided in the Indenture.

9. Conversion. Subject to the provisions of this paragraph 9 and the Company's right to deliver cash or a combination of cash and Common Stock in lieu of delivering Common Stock upon a conversion, and subject to and upon compliance with the provisions of the Indenture, the principal amount of the Note, or any portion of such principal amount which is $1,000 or an integral multiple thereof, may be converted, prior to the close of business on the maturity date of the Notes, subject to the conditions and during the periods described below, into that number of fully paid and non-assessable shares of Common Stock obtained by dividing the principal amount of the Note or portion thereof to be converted by the conversion price of $21.28 per share, as adjusted from time to time as provided in the Indenture (the "Conversion Price"), upon surrender of the Note to the Company at the office or agency maintained for such purpose (or at such other offices or agencies designated for such purpose by the Company), accompanied by written notice of conversion duly executed (and if the shares of Common Stock to be issued on conversion are to be issued in any name other than that of the registered Holder of this Note, by instruments of transfer, in form satisfactory to the Company, duly executed by the registered Holder or its duly authorized attorney).

In case such surrender shall be made during the period from the close of business on any Regular Record Date immediately preceding any Interest Payment Date to the opening of business on such Interest Payment Date, the Note also shall be accompanied by payment, in funds acceptable to the Company, of an amount equal to the accrued and unpaid interest, if any, otherwise payable on such Interest Payment Date on the principal amount of the Note then being converted; provided, however, that no such payment need be made if (i) there exists at the time of conversion a default in the payment of principal of or interest or Additional Amounts, if applicable, on the Notes (including any principal of or interest payable in connection with a

repurchase pursuant to Section 4.08 or Section 4.09 and a redemption pursuant to Section 4.01); or (ii) the Company shall have specified a Redemption Date that is after the Regular Record Date and prior to such Interest Payment Date. Subject to the aforesaid requirement for a payment in the event of conversion during the period from the close of business on any Regular Record Date immediately preceding any Interest Payment Date to the opening of business on such Interest Payment Date, no adjustment shall be made on conversion for interest, if any, accrued and unpaid hereon or for dividends on Common Stock delivered on conversion.

The Conversion Price will be adjusted for dividends or distributions on Common Stock payable in Common Stock; subdivisions or combinations of Common Stock; distributions to all holders of Common Stock of certain rights or warrants to purchase Common Stock, for a period expiring within 60 days after the date of such distribution, at a price less than the Current Market Price; distributions to all holders of Common Stock of shares of Capital Stock (other than Common Stock), cash or evidences of the Company's indebtedness or assets; purchases of the Common Stock pursuant to tender offers by the Company or any Subsidiary of the Company; and certain reclassifications, consolidations, mergers, share exchanges, combinations and sales, conveyances or other dispositions of all or substantially all of the property and assets of the Company, in each case, in accordance with the terms and conditions set forth in the Indenture. Additionally, the Indenture permits the Company to, from time to time, to the extent permitted by law, reduce the Conversion Price by any amount for any period of at least 20 days, if the Board of Directors has made a determination that such reduction would be in the Company's best interests, which determination shall be conclusive and described in a resolution of the Board of Directors.

The Company shall not issue fractional shares or scrips representing fractions of shares of Common Stock upon any such conversion, but shall make an adjustment therefor in cash based upon the Current Market Price of the Common Stock for the five consecutive trading days immediately preceding the Conversion Date. If more than one Note shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted hereby) so surrendered for conversion.

A Note in respect of which a Holder has delivered a Purchase Notice or Fundamental Change Repurchase Notice exercising the option of such Holder to require the Company to purchase such Note may be converted only if such notice of exercise is withdrawn in accordance with the terms of the Indenture.

Conversion Upon Satisfaction of Sale Price Condition. Subject to the provisions of this paragraph 9, and subject to and upon compliance with the provisions of the Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holder of this Note has the right to convert this Note into shares of Common Stock in any calendar quarter after the quarter ending September 30, 2003 if the last reported sale price of the Common Stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the Conversion Price on such last trading day.

The "last reported sale price" of the Common Stock on any date means the last reported sale price for such Common Stock, as set forth in Section 11.05(g) of the Indenture.

Conversion Based on Trading Price of the Notes. Subject to the provisions of this paragraph 9, and subject to and upon compliance with the provisions of the Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holder of this Note has the right to convert this Note into shares of Common Stock during the five business day period following any 10 consecutive trading days in which the average of the trading prices for the Notes for that 10 trading days was less than 98% of the average of the last reported sale prices (as defined in Section 11.05(g) of the Indenture) of the Common Stock during such period multiplied by the Conversion Rate. The "Conversion Rate" shall be equal to the number of shares of Common Stock issuable upon conversion of a Note per $1,000 of principal amount thereof (i.e., $1,000 principal amount of the Note being converted divided by the applicable Conversion Price).

The "trading price" of the Notes on any date of determination means the average of the secondary market bid quotations per $1,000 principal amount of Notes obtained by the Trustee for $10,000,000 principal amount of the Notes at approximately 3:30 p.m., New York City time, on such determination date from three independent nationally recognized securities dealers selected by the Company; provided that if at least three such bids cannot be obtained, but two such bids are obtained by the Trustee, then the average of the two bids shall be used. If the Trustee cannot reasonably obtain at least two bids for $10,000,000 principal amount of the Notes from a nationally recognized securities dealer or, in the reasonable judgment of the Company, the bid quotations are not indicative of the secondary market value of the Notes, then the trading price of the Notes will be deemed to be equal to 97.9% of (a) the Conversion Rate of the Notes as of the applicable date of determination multiplied by (b) the last reported sale price (as set forth in Section 11.05 of the Indenture) of the Common Stock on such determination date.

The Trustee will determine the trading price of the Notes during the applicable period at the request of the Company. The Company shall make such request upon receipt of reasonable evidence from the Holder that the condition to conversion based upon the trading price of the Notes has been or may be satisfied.

Conversion Upon Credit Rating Event. Subject to the provisions of this paragraph 9, and subject to and upon compliance with the provisions of the Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holder of this Note has the right to convert this Note into shares of Common Stock at any time during any period that the Notes are rated by either Standard & Poor's Rating Group and Moody's Investor Services, Inc. and the credit rating initially assigned to the Notes by either such rating agency is reduced by two or more ratings levels, if the credit rating assigned to the Notes is suspended or withdrawn by both such rating agencies or if the Notes are no longer rated by at least one of such rating agencies..

Conversion Upon Notice of Redemption. Subject to the provisions of this paragraph 9, and subject to and upon compliance with the provisions of the Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holder of this Note has the right to convert into shares of Common Stock this Note or a portion hereof that has been

called for redemption pursuant to Article 4 of the Indenture; provided that such Note or portion hereof is surrendered for conversion on or prior to the close of business on the second business day immediately preceding the Redemption Date in accordance with the terms of the Indenture.

Conversion Upon Specified Corporate Transactions. Subject to the provisions of this paragraph 9, and subject to and upon compliance with the provisions of the Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holder of this Note has the right to convert this Note into shares of Common Stock in the event that the Company (i) issues rights or warrants to all holders of its outstanding shares of Common Stock entitling them to subscribe for or purchase, for a period expiring within 60 days after the date of issuance, shares of Common Stock at a price per share less than the last reported sale price (as defined in Section 11.05(g) of the Indenture) per share of Common Stock on the trading day (as defined in Section 11.05(g) of the Indenture) immediately preceding the date of the issuance; or (ii) distributes to all holders of its outstanding shares of Common Stock any assets or debt securities of the Company, or rights to purchase any securities of the Company, which distribution has a per share value, as determined by the Board of Directors (whose determination shall be conclusive and described in a resolution of the Board of Directors), that exceeds 15% of the last reported sale price (as defined in Section 11.05(g) of the Indenture) per share of Common Stock on the trading day (as defined in Section 11.05(g) of the Indenture) immediately preceding the date of declaration of such distribution. The Company will be required to give notice to the Holders at least 20 business days prior to the "ex" date (as defined in Section 11.05(g) of the Indenture) for such distribution, and Notes may be surrendered for conversion at any time thereafter until the earlier of the close of business on the business day immediately prior to the "ex" date and the announcement by the Company that such distribution will not take place, even if the Notes are not otherwise convertible at such time.

Subject to the provisions of this paragraph 9, and subject to and upon compliance with the provisions of the Indenture, and notwithstanding the fact that any other condition to conversion has not been satisfied, the Holder of this Note has the right to convert this Note into shares of Common Stock in the event the Company is a party to any consolidation, merger, share exchange or combination or a sale, conveyance or other disposition of all or substantially all of the property and assets of the Company pursuant to which the Common Stock would be converted into cash, securities or other property as set forth in Section 11.06 of the Indenture, the Notes may be surrendered for conversion at any time from and after the date which is 15 days prior to the anticipated effective date of the transaction until 15 days after the actual effective date of such transaction and, at the effective time of such transaction, the right to convert a Note into Common Stock will be deemed to have changed into a right to convert such Note into the kind and amount of cash, securities or other property of the Company or another person which the Holder would have received if the Holder had converted its Notes immediately prior to the applicable record date for such transaction.

Notification of Right to Convert. The Company shall notify the Holders upon determination that Holders are or will be entitled to convert their Notes, or any portion of such principal amount which is $1,000 or an integral multiple thereof, into fully paid and non-assessable shares of Common Stock in accordance with this paragraph 9, by issuing a press release and publishing such determination on the Company's web site.

10. Subordination. The indebtedness evidenced by this Note is, to the extent and in the manner provided in the Indenture, subordinate and junior in right of payment to the prior payment in full in cash of all Senior Indebtedness. Any Holder by accepting this Note agrees to and shall be bound by such subordination provisions, authorizes the Trustee to give them effect and appoints the Trustee as attorney-in-fact for such purpose. In addition to all other rights of Senior Indebtedness described in the Indenture, the Senior Indebtedness shall continue to be Senior Indebtedness and entitled to the benefits of the subordination provisions irrespective of any amendment, modification or waiver of any terms of any instrument relating to the Senior Indebtedness or any extension or renewal of the Senior Indebtedness. Such subordination is intended for the benefit of, and may be enforced by, each holder of Senior Indebtedness.

11. Defaults and Remedies. An Event of Default is: (a) a default in payment of the principal on the Notes when due upon redemption, repurchase or otherwise; (b) a default for 30 days in the payment of any installment of interest or Additional Amounts on the Notes when due (including any interest payable in connection with a repurchase or redemption of the Notes pursuant to the terms of the Indenture); (c) a default for 10 days in the Company's obligation to satisfy its conversion obligations upon a Holder's exercise of its conversion rights; (d) a failure to comply with or observe in any material respect any covenant or agreement of the Company in respect of the Notes as set forth in the Indenture for 60 days after written notice to the Company from the Trustee or to the Company and the Trustee from Holders of at least 25% in aggregate principal amount of the then outstanding Notes; (e) a default under any credit agreement, mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Material Subsidiary (other than any such Indebtedness which is non-recourse to the Company or such Subsidiary), which default is caused by a failure to pay when due any principal on such Indebtedness at the final stated maturity date of such Indebtedness, which failure continues beyond any applicable grace period, or results in the acceleration of such indebtedness prior to its express maturity, without such acceleration being rescinded or annulled, and, in each case, the principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness under which there is a payment default at the final stated maturity thereof or the maturity of which has been so accelerated, aggregates to $25 million or more and such payment default is not cured or such acceleration is not annulled within 30 days after written notice to the Company by the Trustee or to the Company and the Trustee by Holders of not less than 25% in aggregate principal amount of the Notes then outstanding; and (f) certain events involving bankruptcy, insolvency or reorganization of the Company or its Material Subsidiaries.

If an Event of Default occurs and is continuing, the Trustee, by written notice to the Company, or the Holders of at least 25% in principal amount of the then outstanding Notes, by written notice to the Company and the Trustee, may declare the unpaid principal of, and accrued and unpaid interest and Additional Amounts, if any, on all Notes then outstanding to be due and payable immediately, except that in the case of an Event of Default arising from certain events of bankruptcy, insolvency, or reorganization with respect to the Company, all outstanding Notes become due and payable without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may require an indemnity satisfactory to it before it enforces the Indenture or the Notes. Subject to certain limitations,

Holders of at least a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal of, or interest or Additional Amounts, if any, and the Redemption Price, Purchase Price or Fundamental Change Repurchase Price, if applicable) if it determines that withholding notice is in their interests. The Company must furnish annual compliance certificates to the Trustee in accordance with the terms of the Indenture.

12. Trustee Dealings With the Company. Subject to Section 7.10 of the Indenture, the Trustee or any of its Affiliates, in their individual or any other capacities, may make or continue loans to or guaranteed by, accept deposits from and perform services for the Company or its Affiliates and may otherwise deal with the Company or its Affiliates as if it were not Trustee.

13. No Recourse Against Others. No director, officer, employee, stockholder or Affiliate, as such, of the Company shall have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability with respect to each director, officer, employee, stockholder and Affiliate of the Company. The waiver and release are part of the consideration for the Notes.

14. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

15. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN CO = tenants in common, TEN ENT = tenants by the entireties, JT TEN = joint tenants with right of survivorship and not as tenants in common, CUST = Custodian and U/G/M/A = Uniform Gifts to Minors Act.

16. Registration Rights Agreement. The Holder of this Note is entitled to the benefits of a Registration Rights Agreement, dated August 6, 2003, between the Company and the Initial Purchasers (the "Registration Rights Agreement").

In accordance with the terms of the Registration Rights Agreement, during any period in which a Registration Default (as defined in the Registration Rights Agreement) has occurred and is continuing, the Company will pay Additional Amounts in an amount equal to (1) .25% (or 25 basis points) per annum per $1,000 principal amount of Notes or $2.50 per annum per 46.9925 shares of Common Stock (subject to adjustment from time to time in the event of a stock split, stock recombination, stock dividend and similar events) constituting Transfer Restricted Securities (as defined in the Registration Rights Agreement), for the period up to and including the 90th day during which a Registration Default has occurred and is continuing and (2) .50% (or 50 basis points) per annum per $1,000 principal amount of Notes, or $5.00 per annum per 46.9925 shares of our common stock (subject to adjustment in the event of a stock split, stock recombination, stock dividend and similar events) constituting Transfer Restricted Securities for the period including and subsequent to the 91st day during which such Registration Default has occurred and is continuing.

Additional Amounts in respect of the Notes, if any, will be payable in cash semiannually, in arrears, on each Interest Payment Date to the person in whose name each Note is registered at the close of business on the Regular Record Date immediately preceding the relevant Interest Payment Date, and will cease to accrue on the date the Registration Default is cured. The above description of certain provisions of the Registration Rights Agreement is qualified by reference to, and is subject in its entirety to, the more complete description thereof contained in the Registration Rights Agreement.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture and the Registration Rights Agreement. Requests may be made to: Vishay Intertechnology, Inc., 63 Lincoln Highway, Malvern, Pennsylvania 19355, Attention: Secretary, Telephone No.: (610) 644-1300.

17. Sinking Fund. The Notes do not have the benefit of any sinking fund obligations.

FORM OF CONVERSION NOTICE

To: VISHAY INTERTECHNOLOGY, INC.

The undersigned beneficial owner of this Note hereby irrevocably exercises the option to convert this Note, or portion hereof (which is $1,000 or an integral multiple thereof) below designated, into shares of Common Stock of Vishay Intertechnology, Inc. in accordance with the terms of the Indenture referred to in this Note, and directs that the shares issuable and deliverable upon the conversion, together with any check in payment for fractional shares and Notes representing any unconverted principal amount hereof, be issued and delivered to the beneficial owner hereof unless a different name has been indicated below. If shares or any portion of this Note not converted are to be issued 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 and taxes accompanies this Note.

Dated: ----------

Fill in for registration of shares if to be delivered, and Notes if to be issued, other than to and in the name of the beneficial owner (Please Print): ----------

Signature(s)

_____
(Name)

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

_____
(Street Address)

$_____,000

_____
(City, State and Zip Code)

Social Security or other Taxpayer Identification Number

Signature Guarantee:*

- ----------

* Signatures must be guaranteed by an eligible Guarantor Institution (banks, brokers, dealers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if shares are to be issued, or Notes are to be delivered, other than to and in the name of the registered Holder(s).

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to

- ---
(Insert assignee's social security or tax I.D. no.)

- ---

- ---

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

and irrevocably appoint _____ as agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Your Signature:
- ---
(Sign exactly as your name appears on the other side of this Note)

Date: _____

Medallion Signature Guarantee:

[FOR INCLUSION ONLY IF THIS NOTE BEARS A RESTRICTED SECURITIES LEGEND] In connection with any transfer of any of the Notes evidenced by this certificate that are "restricted securities" (as defined in Rule 144 (or any successor thereto) under the Securities Act), the undersigned confirms that such Notes are being transferred:

CHECK ONE BOX BELOW

(1) [_] to the Company; or

(2) [_] pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or

(3) [_] pursuant to an exemption from registration under the Securities Act of 1933 provided by Rule 144 thereunder; or

(4) [_] pursuant to and in compliance with another available exemption from the registration requirements of the Securities Act of 1933.

Unless one of the boxes is checked, the Registrar will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered Holder thereof; provided, however, that if box (3) or (4) is checked, the Trustee may require, prior to registering any such transfer of the Notes, such certifications, legal opinions and other information as the

Company has reasonably requested in writing; provided that this paragraph shall not be applicable to any Notes which are not "restricted securities" (as defined in Rule 144 (or any successor thereto) under the Securities Act).

Your Signature:

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

Date:

Medallion Signature Guarantee:

FORM OF PURCHASE NOTICE

----------, ---

Wachovia Bank, National Association
123 South Broad Street
Philadelphia, Pennsylvania 19109
Attention: Corporate Trust Administration, PA1249

Vishay Intertechnology, Inc.
63 Lincoln Highway
Malvern, PA 19355

Re: Re: Purchase of $_____ Principal Amount of
3 5/8% Convertible Subordinated Notes due 2023
(the "Securities") of Vishay Intertechnology, Inc. (the "Company")

Certificate No(s). of Securities:

This is a Purchase Notice as defined in Section 4.08(a) of the Indenture dated as of August 6, 2003 (the "Indenture") between the Company and Wachovia Bank, National Association, as Trustee. Terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

I intend to deliver the following aggregate principal amount of Securities for purchase by the Company pursuant to Section 4.08(a) of the Indenture (in multiples of $1,000): $_____.

I hereby agree that the Securities will be purchased as of the Purchase Date pursuant to the terms and conditions thereof and of the Indenture.

[In the event that the Company elects, pursuant to the Indenture, to pay the Purchase Price, in whole or in part, in shares of Common Stock but such portion of the Purchase Price is ultimately payable entirely in cash because any of the conditions to payment of the Purchase Price in shares of Common Stock is not satisfied prior to the close of business on the Purchase Date, I elect (check one):

[ ] (1) to withdraw this Purchase Notice as to all of the Securities to which it relates;

[ ] (2) to withdraw this Purchase Notice as to $_____ principal amount of Securities (Certificate No(s). _____); or

[ ] (3) to receive cash in respect of the entire Purchase Price for all Securities or portions thereof to which this Purchase Notice relates.]

Signed:

Signature(s) must be guaranteed by a commercial bank or trust company or a member firm of a major stock exchange if Notes are to be delivered, other than to or in the name of the registered holder.

_____

Signature Guarantee

FUNDAMENTAL CHANGE REPURCHASE NOTICE

If you wish to have this Note repurchased by the Company pursuant to Section 4.09 of the Indenture, check the Box: [_]

If you wish to have a portion of this Note (Certificate No(s) _____) repurchased by the Company pursuant to Section 4.09 of the Indenture, state the amount (in multiples of $1,000): $_____, 000.

[In the event that the Company elects, pursuant to the Indenture, to pay the Fundamental Change Repurchase Price, in whole or in part, in shares of Common Stock but such portion of the Fundamental Change Repurchase Price is ultimately payable entirely in cash because any of the conditions to payment of the Fundamental Change Repurchase Price in shares of Common Stock is not satisfied prior to the close of business on the Fundamental Change Repurchase Date, I elect (check one):

[ ] (1) to withdraw this Fundamental Change Repurchase Notice as to all of the Securities to which it relates;

[ ] (2) to withdraw this Fundamental Change Repurchase Notice as to $_____ principal amount of Securities (Certificate No(s). _____); or

[ ] (3) to receive cash in respect of the entire Fundamental Change Repurchase Price for all Securities or portions thereof to which this Fundamental Change Repurchase Notice relates.]

Date: _____

Your Signature:

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

Signature(s) must be guaranteed by a commercial bank or trust company or a member firm of a major stock exchange if Notes are to be delivered, other than to or in the name of the registered holder.

_____
Signature Guarantee

EXHIBIT B

[FORM OF RESTRICTED COMMON STOCK LEGEND]

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THIS SECURITY, AGREES FOR THE BENEFIT OF VISHAY INTERTECHNOLOGY, INC. THAT THIS SECURITY MAY NOT BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE LATER OF (X) THE EXPIRATION OF THE HOLDING PERIOD APPLICABLE TO THE SALES OF THE SECURITY EVIDENCED HEREBY UNDER RULE 144(k) UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION) OR (Y) THREE MONTHS AFTER SUCH HOLDER CEASES TO BE AN "AFFILIATE" (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT) OF VISHAY INTERTECHNOLOGY, INC., OTHER THAN (1) TO VISHAY INTERTECHNOLOGY, INC., (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 (IF AVAILABLE) UNDER THE SECURITIES ACT, (3) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (4) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES AND OTHER JURISDICTIONS AND, IN THE CASE OF ANY OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (2) OR (3), SUBJECT TO THE RIGHTS OF THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO IT. IN ANY CASE THE HOLDER HEREOF WILL NOT, DIRECTLY OR INDIRECTLY, ENGAGE IN ANY HEDGING TRANSACTION WITH REGARD TO THIS SECURITY EXCEPT AS PERMITTED BY THE SECURITIES ACT."

EXHIBIT C

FORM OF TRANSFER CERTIFICATE FOR TRANSFER
OF RESTRICTED COMMON STOCK

(Transfers pursuant to Section 11.11(b) of the Indenture)

American Stock Transfer & Trust Company
59 Maiden Lane
Plaza Level
New York, NY 10038

Re: Vishay Intertechnology, Inc. 3 5/8% Convertible Subordinated Notes due 2023 (the "Convertible Subordinated Notes")

Reference is hereby made to the Indenture dated as of August 6, 2003 (the "Indenture") between Vishay Intertechnology, Inc. and Wachovia Bank, National Association, as Trustee. Capitalized terms used but not defined herein shall have the meanings given them in the Indenture.

This letter relates to _____ shares of Common Stock [represented by the accompanying certificate(s) that were] [to be] issued upon conversion of Convertible Subordinated Notes and which are held in the name of [name of transferor] (the "Transferor") to effect the transfer of such Common Stock.

In connection with the transfer of such shares of Common Stock, the undersigned confirms that such shares of Common Stock are being transferred:

CHECK ONE BOX BELOW

(1) [_] to the Company; or

(2) [_] pursuant to an exemption from registration under the Securities Act of 1933 provided by Rule 144 thereunder; or

(3) [_] pursuant to and in compliance with another available exemption from the registration requirements of the Securities Act of 1933 .

Unless one of the boxes is checked, the transfer agent will refuse to register any of the Common Stock [evidenced by this certificate] [to be issued to] in the name of any person other than the registered Holder thereof; provided, however, that if box (2) or (3) is checked, the transfer agent may require, prior to registering any such transfer of the Common Stock such certifications, legal opinions and other information as the Company has reasonably requested in writing.

[Name of Transferor],

By:

Name:

Title:

Dated:

Exhibit 4.2

VISHAY INTERTECHNOLOGY, INC.

3 5/8 Convertible Subordinated Notes due 2023

REGISTRATION RIGHTS AGREEMENT

August 6, 2003

J.P. Morgan Securities Inc.
Banc of America Securities LLC
Wachovia Capital Markets, LLC

As Representatives of the Initial Purchasers
Named in Schedule I to the Purchase Agreement

c/o J.P. Morgan Securities Inc.
277 Park Avenue
New York, New York 10172

Ladies and Gentlemen:

Vishay Intertechnology, Inc., a Delaware corporation (the "Company"), proposes to issue and sell (such issuance and sale, the "Initial Placement") to the Initial Purchasers (as defined below), upon the terms set forth in a purchase agreement, dated July 31, 2003 (the "Purchase Agreement"), $450,000,000 aggregate principal amount, plus an option (the "Option") to purchase up to an additional $50,000,000 aggregate principal amount, of its 3 5/8% Convertible Subordinated Notes due 2023 (the "Securities"). The Securities will be convertible into shares of Common Stock (as defined herein), at the conversion price set forth in the Offering Memorandum (as defined herein), as the same may be adjusted from time to time pursuant to the Indenture (as defined herein). As an inducement to you to enter into the Purchase Agreement and in satisfaction of a condition to your obligations thereunder, the Company agrees with you, (i) for your benefit and (ii) for the benefit of the Holders (as defined herein) from time to time of the Securities and the shares of Common Stock issuable upon conversion of the Securities, as follows:

1. Definitions. Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following capitalized terms shall have the following meanings:

"Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Additional Amounts" has the meaning set forth in Section 2(e) hereof.

"Additional Amounts Payment Date" means, with respect to the Securities, each Interest Payment Date under the Indenture, and each February 1 and August 1 in the case of the shares of Common Stock issuable upon conversion of the Securities.

"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" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person whether through the ownership of voting securities or by agreement or otherwise.

"Business Day" has the meaning set forth in the Indenture.

"Closing Date" means August 6, 2003.

"Common Stock" means the common stock, par value $0.10 per share, of the Company, as it exists on the date of this Agreement and any other shares of capital stock or other securities of the Company into which such Common Stock may be reclassified or changed, together with any and all other securities which may from time to time be issuable upon conversion of Securities.

"Company" has the meaning set forth in the preamble hereto.

"DTC" has the meaning set forth in the Indenture.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Holder" means a person who is a holder or beneficial owner of any Securities or shares of Common Stock issuable upon conversion of Securities; provided that, unless otherwise expressly stated herein, only registered holders of Securities or Common Stock issued on conversion thereof shall be counted for purposes of calculating any proportion of holders entitled to take any action or give notice pursuant to this Agreement.

"Holder Information" with respect to any Holder means information with respect to such Holder required to be included in any Shelf Registration Statement or the related Prospectus pursuant to the Act or included at the request of such Holder pursuant to Section 3(p) and which information is

included therein in reliance upon and in conformity with information furnished to the Company in writing by such Holder for inclusion therein. In the event that a Holder shall participate with the Majority Holders in requiring the inclusion of information pursuant to Section 3(p), such information shall be deemed to be Holder Information of such Holder.

"Indemnified Person" has the meaning set forth in Section 5(c) hereof.

"Indemnifying Person" has the meaning set forth in Section 5(c) hereof.

"Indenture" means the Indenture relating to the Securities, dated August 6, 2003, between the Company and Wachovia Bank, National Association, as trustee, as the same may be amended from time to time in accordance with the terms thereof.

"Initial Placement" has the meaning set forth in the preamble hereto.

"Initial Purchasers" mean J.P. Morgan Securities Inc., Banc of America Securities LLC, Wachovia Capital Markets, LLC and the other initial purchasers named in and a party to the Purchase Agreement.

"Interest Payment Date" shall mean February 1 and August 1 of each year, beginning February 1, 2004.

"Losses" has the meaning set forth in Section 5(d) hereof.

"Majority Holders" means the Holders of a majority of the then outstanding aggregate principal amount of Securities being registered under a Shelf Registration Statement; provided that Holders of the shares of Common Stock issued upon conversion of Securities shall be deemed to be Holders of the aggregate principal amount of Securities from which such Common Stock was converted; and provided, further, that Securities or shares of Common Stock which have been sold or otherwise transferred pursuant to the Shelf Registration Statement or pursuant to Rule 144 shall not be included in the calculation of Majority Holders.

"NASD" has the meaning set forth in Section 3(i) hereof.

"NASD Rules" means the rules and regulation promulgated by the NASD.

"Notice and Questionnaire" means a Selling Securityholder Notice and Questionnaire substantially in the form of Annex A to the Offering Memorandum.

"Notice Holder" shall mean, on any date, any Holder of Transfer Restricted Securities that has delivered a completed and signed Notice and Questionnaire to the Company on or prior to such date.

"Offering Memorandum" means the Final Memorandum as defined in the Purchase Agreement.

"Option" has the meaning set forth in the preamble hereto.

"Person" has the meaning set forth in the Indenture.

"Prospectus" means the prospectus included in any Shelf Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A under the Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Securities or shares of Common Stock issuable upon conversion thereof covered by such Shelf Registration Statement, and all amendments and

supplements to such prospectus, including all documents incorporated or deemed to be incorporated by reference in such prospectus.

"Purchase Agreement" has the meaning set forth in the preamble hereto.

"Record Date" means, with respect to any Additional Amounts Payment Date, the January 15 or July 15 immediately preceding any such Additional Amounts Payment Date.

"Record Holder" with respect to any Additional Amounts Payment Date means, with respect to any Securities, each person who is registered on the books of the registrar of the Securities as holder of Securities on the Record Date immediately preceding such Additional Amounts Payment Date and, with respect to any Common Stock issued on conversion of any Securities, each person who is registered on the books of the transfer agent for the Common Stock as a holder of such Common Stock on the Record Date immediately preceding such Additional Amounts Payment Date.

"Registration Default" has the meaning set forth in Section 2(e) hereof.

"Rule 144" means Rule 144 under the Act (or any similar provision then in force).

"Rule 144A" means Rule 144A under the Act (or any successor provision promulgated by the SEC).

"Rule 144(k)" means Rule 144(k) under the Act (or any successor provision promulgated by the SEC).

"SEC" means the Securities and Exchange Commission.

"Securities" has the meaning set forth in the preamble hereto.

"Shelf Registration" means a registration effected pursuant to Section 2 hereof.

"Shelf Registration Period" has the meaning set forth in Section 2(c) hereof.

"Shelf Registration Statement" means any "shelf" registration statement of the Company filed pursuant to the provisions of Section 2 hereof which covers the Securities and the shares of Common Stock issuable upon conversion thereof, as applicable, on Form S-3 or on another appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all documents incorporated or deemed to be incorporated by reference therein.

"Suspension Period" has the meaning set forth in Section 2(d) hereof.

"Transfer Restricted Securities" means each Security and each share of Common Stock issuable upon conversion thereof (and any security issued with respect thereto upon any stock dividend, split or similar event) until the earliest of the date on which such Security or share of

Common Stock, or any security issued with respect thereto upon any stock dividend, split or similar event, as the case may be, (i) has been transferred pursuant to a Shelf Registration Statement or another registration statement covering such Security or share of Common Stock which has been filed with the SEC pursuant to the Act, in either case after such registration statement has become effective and while such registration statement is effective under the Act, (ii) has been transferred pursuant to Rule 144 (or any similar provision then in force) or (iii) may be sold or transferred pursuant to Rule 144(k) (or any successor provision promulgated by the SEC).

"Trustee" means the trustee with respect to the Securities under the Indenture.

All references in this Agreement to financial statements and schedules and other information which is "contained," "included," or "stated" in the Shelf Registration Statement, any preliminary Prospectus or Prospectus (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated or deemed to be incorporated by reference in such Shelf Registration Statement, preliminary Prospectus or Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Shelf Registration Statement, any preliminary Prospectus or Prospectus shall be deemed to mean and include any document filed with the SEC under the Exchange Act, after the date of such Shelf Registration Statement, preliminary Prospectus or Prospectus, as the case may be, which is incorporated or deemed to be incorporated by reference therein.

2. Shelf Registration Statement.

(a) The Company shall, at its expense, prepare and file with the SEC within 90 days following the Closing Date a Shelf Registration Statement with respect to resales of the Transfer Restricted Securities by the Holders from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement (it being understood, however, that no distribution may take the form of an underwritten offering without the prior agreement of the Company in its sole discretion) and thereafter shall use its reasonable best efforts to cause such Shelf Registration Statement to be declared effective under the Act within 180 days after the Closing Date; provided that if any Securities are issued upon exercise of the Option granted to the Initial Purchasers in the Purchase Agreement and the date on which such Securities are issued occurs after the Closing Date, the Company will take such steps, prior to the effective date of the Shelf Registration Statement, to ensure that such Securities issued upon an exercise of the Option and the shares of Common Stock issuable upon conversion thereof are included in the Shelf Registration Statement on the same terms as the Securities issued on the Closing Date. The Company shall supplement or amend the Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used by the Company for the Shelf Registration Statement, or by the Act, the Exchange Act or the SEC.

(b) (1) The Company shall give notice to all Holders of Transfer Restricted Securities not less than 30 calendar days prior to the date on which the Company intends in good faith to have the Shelf Registration Statement declared effective, by issuing a press release to Reuters Economic Services and Bloomberg Business News or similar financial news service.

The Company shall take action to name each Holder that is a Notice Holder as of the date that is 20 calendar days prior to the effectiveness of the Shelf Registration Statement so that such Holder is named as a selling securityholder in the Shelf Registration Statement at the time of its effectiveness and is permitted to deliver the Prospectus forming a part thereof as of such time to purchasers of such Holder's Transfer Restricted Securities in accordance with applicable law. The Company shall be under no obligation to name any Holder that is not a Notice Holder as a selling security holder in the Shelf Registration Statement.

(2) After the Shelf Registration Statement has become effective, the Company shall, upon the request of any Holder of Transfer Restricted Securities, promptly send a Notice and Questionnaire to such Holder and the Company shall (i) as promptly as is practicable after the date a completed and signed Notice and Questionnaire is delivered to the Company, and in any event within 10 Business Days after such date, prepare and file with the SEC (x) a supplement to the Prospectus or, if required by applicable law, a post-effective amendment to the Shelf Registration Statement and (y) any other document required by applicable law, so that the Holder delivering such Notice and Questionnaire is named as a selling securityholder in the Shelf Registration Statement and is permitted to deliver the Prospectus to purchasers of such Holder's Transfer Restricted Securities in accordance with applicable law. If the Company files a post-effective amendment to the Shelf Registration Statement, it shall use its reasonable best efforts to cause such post-effective amendment to become effective under the Act as promptly as is practicable; provided, however, that if a Notice and Questionnaire is delivered to the Company during a Suspension Period, the Company shall not be obligated to take the actions set forth above until the termination of such Suspension Period.

(c) The Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective under the Act in order to permit the Prospectus forming a part thereof to be usable, subject to Section 2(d), by all Notice Holders until the earliest of (i) the last date on which the holding period applicable to sales of the Securities and the shares of Common Stock issuable upon conversion of the Securities under Rule 144(k) has expired, (ii) the date as of which all the Securities and the shares of Common Stock issuable upon conversion of the Securities have been transferred under Rule 144, and (iii) such date as of which all the Securities and the shares of Common Stock issuable upon conversion thereof have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the "Shelf Registration Period"). The Company will, (x) subject to Section 2(d), prepare and file with the SEC such amendments and post-effective amendments to the Shelf Registration Statement as may be necessary to keep the Shelf Registration Statement continuously effective for the Shelf Registration Period, (y) subject to Section 2(d), cause the related Prospectus to be supplemented by any required supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Act and (z) comply in all material respects with the provisions of the Act with respect to the disposition of all Securities and the shares of Common Stock issuable upon conversion of the Securities covered by the Shelf Registration Statement during the Shelf Registration Period in accordance with the intended methods of disposition by the Holders thereof set forth in such Shelf Registration Statement and the related Prospectus, as amended and supplemented.

(d) The Company may suspend the availability of any Shelf Registration Statement and the use of any Prospectus (the period during which the availability of any Shelf

Registration Statement and any Prospectus may be suspended herein referred to as the "Suspension Period"), without incurring any obligation to pay Additional Amounts pursuant to Section 2(e), for a period not to exceed either 45 days in the aggregate in any three-month period or 120 days in the aggregate during any 12-month period during the period beginning on the effective date of the initial Shelf Registration Statement and ending on or prior to the expiration of the holding period applicable to sales of the Securities and shares of Common Stock issuable upon conversion of the Securities under Rule 144(k), for valid business reasons, to be determined by the Company in its sole judgment (which shall not include the avoidance of the Company's obligations hereunder), including, without limitation, the acquisition or divestiture of assets, pending corporate developments, public filings with the SEC and similar events; provided that the Company promptly thereafter complies with the requirements of Section 3(j) hereof, if applicable.

(e) The Company and the Initial Purchasers agree that the Holders of Transferred Restricted Securities will suffer damages, and it would not be feasible to ascertain the extent of such damages with precision, if the Company fails to fulfill its obligations under Section 2 hereof. Accordingly, if (i) the Shelf Registration Statement is not filed with the SEC on or within 90 days after the Closing Date, (ii) the Shelf Registration Statement has not been declared effective by the SEC within 180 days after the Closing Date, or (iii) the Shelf Registration Statement is filed and declared effective but shall thereafter cease to be effective (without being succeeded immediately by a replacement Shelf Registration Statement filed and declared effective) or usable (including as a result of a Suspension Period) for the offer and sale of Transfer Restricted Securities for a period of time (including any Suspension Period) which exceeds either 45 days in the aggregate in any three-month period or 120 days in the aggregate in any 12-month period during the period beginning on the effective date of the initial Shelf Registration Statement and ending on or prior to the expiration of the holding period applicable to sales of the Securities and shares of Common Stock issuable upon conversion of the Securities under Rule 144(k) (each such event referred to in clauses (i) through (iii), a "Registration Default"), the Company will pay Additional Amounts ("Additional Amounts") on each Additional Amounts Payment Date to each Notice Holder who is also a Record Holder with respect to such Additional Amounts Payment Date. The amount of Additional Amounts payable during any period in which a Registration Default has occurred or is continuing is the amount which is equal to (i) one-quarter of one percent (25 basis points) per annum per $1,000 principal amount of Securities or $2.50 per annum per 46.9925 shares of Common Stock (subject to adjustment in the event of a stock split, stock recombination, stock dividend and the like) constituting Transfer Restricted Securities for the period up to and including the 90th day during which such Registration Default has occurred and is continuing and (ii) one-half of one percent (50 basis points) per annum per $1,000 principal amount of Securities or $5.00 per annum per 46.9925 shares of Common Stock (subject to adjustment in the event of a stock split, stock recombination, stock dividend and the like) constituting Transfer Restricted Securities for the period including and subsequent to the 91st day during which such Registration Default has occurred and is continuing, it being understood that all calculations pursuant to this and the preceding sentence shall be carried out to five decimal places. Following the cure of all Registration Defaults, Additional Amounts will cease to accrue with respect to such Registration Defaults. All accrued Additional Amounts shall be paid by the Company in cash to the date of such cure and Additional Amounts will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The parties hereto agree that the Additional Amounts provided for in this

Section 2(e) constitute a reasonable estimate of the damages that may be incurred by Holders by reason of a Registration Default.

(f) All of the Company's obligations (including, without limitation, the obligation to pay Additional Amounts) set forth in the preceding paragraph which are outstanding or exist with respect to any Transfer Restricted Security at the time such security ceases to be a Transfer Restricted Security shall survive until such time as all such obligations with respect to such security shall have been satisfied in full.

(g) Immediately upon the occurrence or the termination of a Registration Default, the Company shall give (i) the Trustee, so long as the Securities remain outstanding, and (ii) the transfer agent for the Common Stock, in the case of notice with respect to the shares of Common Stock issuable upon conversion of Securities, notice of such occurrence or termination of the obligation to pay Additional Amounts with regard to the Securities or the Common Stock, as the case may be, and the amount thereof and of the event giving rise to such commencement or termination (such notice to be contained in an Officer's Certificate (as such term is defined in the Indenture)), and prior to receipt of such Officer's Certificate the Trustee and the transfer and paying agent shall be entitled to assume that no such occurrence or termination has occurred, as the case may be.

3. Registration Procedures. In connection with any Shelf Registration Statement, the following provisions shall apply:

(a) The Company shall (i) furnish to the Initial Purchasers, within a reasonable period of time prior to the filing thereof with the SEC to afford the Initial Purchasers and their counsel a reasonable opportunity for review, a copy of each Shelf Registration Statement, and each amendment thereof, and a copy of each Prospectus, and each amendment or supplement thereto (excluding amendments caused by the filing of a report under the Exchange Act), and shall reflect in each such document, when so filed with the SEC, such comments as the Initial Purchasers may reasonably propose, except to the extent the Company reasonably determines it to be inadvisable or inappropriate to reflect such comments therein, and (ii) include information regarding the Notice Holders and the methods of distribution they have elected for their Transfer Restricted Securities provided to the Company in Notice and Questionnaires as necessary to permit such distribution by the methods specified therein.

(b) Subject to Section 2(d), the Company shall ensure that (i) any Shelf Registration Statement and any amendment thereto and any Prospectus forming a part thereof and any amendment or supplement thereto comply in all material respects with the Act and the rules and regulations thereunder, (ii) any Shelf Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading and (iii) any Prospectus forming a part of any Shelf Registration Statement, and any amendment or supplement to such Prospectus, does not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the Company makes no representation with respect to any Holder Information.

(c) The Company, as promptly as reasonably practicable (but in any event within two Business Days), shall notify the Initial Purchasers and, to the extent provided below, each Notice Holder and, if requested by you or any such Holder, confirm such notice in writing:

(i) when a Shelf Registration Statement and any amendment thereto or any Prospectus and any amendments and supplements thereto has been filed with the SEC;

(ii) when the Shelf Registration Statement or any post-effective amendment thereto has become effective;

(iii) of any request by the SEC following effectiveness of the Shelf Registration Statement for amendments or supplements to the Shelf Registration Statement or the Prospectus or for additional information (other than any such request relating to a review of the Company's Exchange Act filings);

(iv) of the issuance by the SEC of any stop order suspending the effectiveness of the Shelf Registration Statement or of any order preventing or suspending the use of any Prospectus or the initiation or threat of any proceedings for that purpose;

(v) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Transfer Restricted Securities included in any Shelf Registration Statement for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(vi) of the happening of any event or the existence of any condition or any information becoming known that requires the making of any changes in the Shelf Registration Statement or the Prospectus or any document incorporated by reference therein so that, as of such date, the statements therein are not misleading and the Shelf Registration Statement or the Prospectus or any document incorporated by reference therein, as the case may be, does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, it being understood that the Company shall not be required to disclose the details of any such event or condition;

(vii) of the Company's determination that a post-effective amendment to the Shelf Registration Statement is necessary; and

(viii) of the commencement (including as a result of any of the events or circumstances described in paragraphs (iii) through (vii) above) and termination of any Suspension Period.

Notification of Notice Holders shall be required with respect to the matters set forth in clauses (ii) (provided that, in the case of any post-effective amendment, only to the extent (x) such post-effective amendment has been filed so that the Shelf Registration Statement will not include an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (y) such Notice Holder is named in such post-effective amendment), (iv), (v), (vi), and (viii).

(d) The Company shall use its reasonable best efforts to obtain (i) the withdrawal of any order suspending the effectiveness of any Shelf Registration Statement and the use of any related Prospectus and (ii) the lifting of any suspension of the qualification (or exemption from qualification) of any of the Transfer Restricted Securities for offer or sale in any jurisdiction in which they have been qualified for sale, in each case at the earliest possible time, and shall provide notice to each Holder of the withdrawal of any such orders or suspensions.

(e) The Company shall promptly upon request furnish to each Notice Holder, without charge, at least one copy of any Shelf Registration Statement and any post-effective amendment thereto, excluding all documents incorporated or deemed to be incorporated therein by reference and all exhibits thereto (unless specifically requested to the Company by such Notice Holder).

(f) The Company shall, during the Shelf Registration Period, promptly deliver to the Initial Purchasers, each Notice Holder and any sales or placement agent or underwriters acting on their behalf, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in any Shelf Registration Statement, and any amendment or supplement thereto, as such person may reasonably request; and, except as provided in Sections 2(d) and 3(s) hereof, the Company consents to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto.

(g) Prior to any offering of Transfer Restricted Securities pursuant to any Shelf Registration Statement, the Company shall register or qualify or cooperate with the Notice Holders and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Transfer Restricted Securities for offer and sale, under the securities or blue sky laws of such jurisdictions within the United States as any such Notice Holders reasonably request and shall maintain such qualification in effect so long as required and do any and all other acts or things necessary or advisable to enable the offer and sale in such jurisdictions of the Transfer Restricted Securities covered by such Shelf Registration Statement; provided, however, that the Company will not be required to (A) qualify generally to do business as a foreign corporation or as a dealer in securities in any jurisdiction where it is not then so qualified or to (B) take any action which would subject it to service of process or taxation in excess of a nominal dollar amount in any such jurisdiction where it is not then so subject.

(h) The Company shall cooperate with the Notice Holders to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities sold pursuant to any Shelf Registration Statement free of any restrictive legends and, with respect of any Securities, in such denominations permitted by the Indenture and registered in such names as Holders may request at least two Business Days prior to settlement of sales of Transfer Restricted Securities pursuant to such Shelf Registration Statement. The provisions of this 3(h) shall not apply to the Securities for so long as they are held in book-entry form and are represented by a global certificate issued to DTC or its nominee.

(i) Subject to the exceptions contained in (A) and (B) of Section 3(g) above, the Company shall use its reasonable best efforts to cause the Transfer Restricted Securities covered by the applicable Shelf Registration Statement to be registered with or approved by such other federal, state and local governmental agencies or authorities, and self-regulatory organizations in the United States as may be necessary to enable the Notice Holders to consummate the disposition of such Transfer Restricted Securities as contemplated by the Shelf Registration Statement; without limitation to the foregoing, the Company shall provide all such information as may be required by the National Association of Securities Dealers, Inc. (the "NASD") in connection with the offering under the Shelf Registration Statement of the Transfer Restricted Securities (including, without limitation, such as may be required by NASD Rule 2710 or 2720), and shall cooperate with each Notice Holder, at such Holder's expense, in connection with any filings required to be made with the NASD by such Holder in that regard.

(j) Upon the occurrence of any event described in Section 3(c)(v) or 3(c)(vi) hereof, the Company shall promptly prepare and file with the SEC a post-effective amendment to any Shelf Registration Statement, or an amendment or supplement to the related Prospectus, or any document incorporated therein by reference, or file a document which is incorporated or deemed to be incorporated by reference in such Shelf Registration Statement or Prospectus, as the case may be, so that, as thereafter delivered to purchasers of the Transfer Restricted Securities included therein, the Shelf Registration Statement and the Prospectus, in each case as then amended or supplemented, will not include an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein (in the case of the Prospectus in light of the circumstances under which they were made) not misleading and, in the case of a post-effective amendment, use its reasonable best efforts to cause it to become effective as promptly as practicable; provided that the Company's obligations under this paragraph (j) shall be suspended if the Company has suspended the use of the Prospectus in accordance with Section 2(d) hereof and given notice of such suspension to Notice Holders, it being understood that the Company's obligations under this Section 3(j) shall be automatically reinstated at the end of such Suspension Period.

(k) The Company shall use its reasonable best efforts to provide, prior to the effective date of any Shelf Registration Statement hereunder (i) a CUSIP number for the Transfer Restricted Securities registered under such Shelf Registration Statement and (ii) global certificates for such Transfer Restricted Securities to the Trustee, in a form eligible for deposit with DTC.

(l) The Company shall use its reasonable best efforts to comply with all applicable rules and regulations of the SEC and shall make generally available to its security holders an earnings statement satisfying the provisions of Section 11(a) of the Act and Rule 158 promulgated by the SEC thereunder (or any similar rule promulgated under the Act) for a 12-month period commencing on the first day of the first fiscal quarter of the Company commencing after the effective date of any Shelf Registration Statement or each post-effective amendment to any Shelf Registration Statement, which such statements shall be made available no later than 45 days after the end of the 12-month period or 90 days after the end of the 12-month period, if the 12-month period coincides with the fiscal year of the Company.

(m) The Company shall use its reasonable best efforts to cause the Indenture to be qualified under the TIA (as defined in the Indenture) not later than the effective date of the first Shelf Registration Statement.

(n) The Company shall cause all shares of Common Stock issuable upon conversion of the Securities to be reserved for listing on each securities exchange or quotation system on which the Common Stock is then listed no later than the date the applicable Shelf Registration Statement is declared effective and, shall cause all Common Stock to be so listed when issued, and, in connection therewith, to make such filings as may be required under the Exchange Act and to have such filings declared effective as and when required thereunder.

(o) The Company may require each Holder of Transfer Restricted Securities to be sold pursuant to any Shelf Registration Statement to furnish to the Company such information regarding the Holder and the distribution of such Transfer Restricted Securities sought by the Notice and Questionnaire and such additional information as may, from time to time, be required by the Act and/or the SEC, and the obligations of the Company to any Holder hereunder shall be expressly conditioned on the compliance of such Holder with such request.

(p) The Company shall, if reasonably requested, use its reasonable best efforts to incorporate in a Prospectus supplement or post-effective amendment to a Shelf Registration Statement such relevant and customary information as any Notice Holder may provide in writing to be included concerning such Holder and the distribution of such Holder's Transfer Restricted Securities or as the Majority Holders may otherwise provide in writing to be included, and in either case shall make all required filings of such Prospectus supplement or post-effective amendment as promptly as practicable in the circumstances after being notified in writing of such matters to be incorporated in such Prospectus supplement or post-effective amendment, provided that the Company shall not be required to take any action under this Section 3(p) that is not, in the reasonable opinion of counsel for the Company, in compliance with applicable law.

(q) In the case of an underwritten offering, take all actions necessary, or reasonably requested by the holders of a majority of the Transfer Restricted Securities being sold, in order to expedite or facilitate disposition of such Transfer Restricted Securities; provided that the Company shall not be required to take any action in connection with an underwritten offering without its consent, which consent may be withheld for any reason;

(r) If reasonably requested in writing in connection with any disposition of Transfer Restricted Securities pursuant to a Shelf Registration Statement, make reasonably available for inspection during normal business hours by a representative for the Notice Holders of such Transfer Restricted Securities and any broker-dealers, attorneys and accountants retained by such Notice Holders, all relevant financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries as reasonable requested, and cause the appropriate executive officers, directors and designated employees of the Company and its subsidiaries to make reasonably available for inspection during normal business hours all relevant information reasonably requested by such representative for the Notice Holders or any such broker-dealers, attorneys or accountants in connection with such disposition, in each case as is customary for similar "due diligence" examinations; provided, however that any information that is designated in writing by the Company, in good faith, as confidential at the time of

delivery of such information shall be kept confidential by such persons, unless disclosure thereof is made in connection with a court, administrative or regulatory proceeding or required by law, or such information has become available to the public generally through the Company or through a third party without an accompanying obligation of confidentiality.

(s) Each Notice Holder agrees that, upon receipt of notice of the happening of an event described in clauses (iv), (v)(, (vi) and (viii) of Section 3(c), each Holder shall forthwith discontinue (and shall cause its agents and representatives to discontinue) disposition of Transfer Restricted Securities and will not resume disposition of Transfer Restricted Securities until such Holder has received copies of an amended or supplemented Prospectus contemplated by Section 3(j) hereof, or until such Holder is advised in writing by the Company that the use of the Prospectus may be resumed or that the relevant Suspension Period has been terminated, as the case may be, provided that the foregoing shall not prevent the sale, transfer or other disposition of Transfer Restricted Securities by a Notice Holder in a transaction which is exempt from, or not subject to, the registration requirements of the Act, so long as such Notice Holder does not and is not required to deliver the applicable Prospectus or Shelf Registration Statement in connection with such sale, transfer or other disposition, as the case may be; and provided, further, that the provisions of this Section 3(s) shall not prevent the occurrence of a Registration Default or otherwise limit the obligation of the Company to pay Additional Amounts.

(t) In the event that any broker-dealer, with the consent of the Company which consent may be withheld for any reason, shall underwrite any Transfer Restricted Securities or participate as a member of an underwriting syndicate or selling group or "assist in the public distribution" (within the meaning of the NASD Rules) thereof, whether as a Holder of such Transfer Restricted Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, the Company shall assist such broker-dealer in complying with the NASD Rules, including, without limitation, by:

(i) if the NASD Rules shall so require, engaging a "qualified independent underwriter" (as defined in the NASD Rules) to participate in the preparation of the Shelf Registration Statement, to exercise usual standards of due diligence with respect thereto and, if any portion of the offering contemplated by the Shelf Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the price of such Transfer Restricted Securities;

(ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of Holders provided in Section 5 hereof; and

(iii) providing such information to such broker-dealer as may be required in order for such broker-dealer to comply with the requirements of the NASD Rules.

4. Registration Expenses. The Company shall bear all expenses incurred in connection with the performance of its obligations under Sections 2 and 3 hereof and shall reimburse the Holders for the reasonable fees and disbursements of one firm or counsel designated by the Majority Holders to act as counsel for the Holders in connection therewith. Notwithstanding the provisions of this Section 4, each Holder shall bear the expense of any broker's commission, agency fee and underwriter's discount or commission, if any, relating to

the sale or disposition of such Holder's Transfer Restricted Securities pursuant to a Shelf Registration Statement.

5. Indemnification and Contribution.

(a) The Company will indemnify and hold harmless each Holder of Transfer Restricted Securities covered by any Shelf Registration Statement (including, without limitation, the Initial Purchasers) and each person who controls any such Holder within the meaning of either the Act or the Exchange Act (collectively referred to for purposes of this Section 5 as a "Holder") against any losses, claims, damages or liabilities, joint or several, to which any of them may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Shelf Registration Statement, or in any Prospectus, or any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each such party for any legal or other expenses reasonably incurred by such party in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, (i) that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon Holder Information, (ii) that with respect to any untrue statement or omission of material fact made in any Shelf Registration Statement, or in any Prospectus, the indemnity agreement contained in this Section 5(a) shall not inure to the benefit of the Holder or any person who controls the Holder within the meaning of either the Act or the Exchange Act from whom the person asserting any such loss, claim, damage or liability purchased the securities concerned, to the extent that any such loss, claim, damage or liability of the Holders occurs under the circumstance where it shall have been established that (w) the Company had previously furnished copies of the Prospectus, and any amendments and supplements thereto, to the Holder, (x) delivery of the Prospectus, and any amendment or supplements thereto, was required by the Act to be made to such person, (y) the untrue statement or omission of a material fact contained in the Prospectus was corrected in amendments or supplements thereto, and (z) there was not sent or given to such person, at or prior to the written confirmation of the sale of such securities to such person, a copy of such amendments or supplements to the Prospectus, and (iii) the Company will not be liable for any such loss, claim, damage or liability in connection with any settlement of any pending or threatened litigation or any pending or threatened governmental agency investigation or proceeding if that settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. This indemnity agreement will be in addition to any liability that the Company may otherwise have.

(b) Each Holder, severally and not jointly, agrees to indemnify and hold harmless the Company, each of its directors and officers and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to the Holders and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any loss, claim, damage, liability or action, but only with reference to Holder Information supplied by such Holder. This indemnity agreement will be in addition to any liability that such Holder may otherwise have.

(c) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnity may be sought (the "Indemnifying Person") in writing, and the Indemnifying Person, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary, (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person or (iii) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons in connection with any one action or similar but separate or related actions in the same jurisdiction arising out of the same general allegations or circumstances, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for the Initial Purchasers, the Holders and such control persons of the Initial Purchasers and the Holders shall be designated in writing by the Holders and any such separate firm for the Company, its directors, its officers and such control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested an Indemnifying Person to reimburse the Indemnified Person for fees and expenses of counsel as contemplated by the third sentence of this paragraph, the Indemnifying Person agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such Indemnifying Person of the aforesaid request and (ii) such Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement, unless the indemnifying party shall in good faith contest the reasonableness of such fees and expenses (but only to the extent so contested) or the entitlement of the indemnified person to indemnification under the terms of this Section 5. No Indemnifying Person shall, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 5 is unavailable to or insufficient to hold harmless an indemnified party for any reason,

each indemnifying party agrees to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively, "Losses") to which the indemnified party may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company from the Initial Placement, on the one hand, and a Holder with respect to the sale by such Holder of Securities or Common Stock, on the other hand; provided, however, that in no case shall an indemnifying party that is a Holder be responsible for any amount in excess of the total price at which the Transfer Restricted Securities are sold by such Holder to a purchaser. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and such Holder shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of such Holder on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and such Holder on the other shall be deemed to be in the same respective proportions as the total net proceeds from the Initial Placement (before deducting expenses) received by or on behalf of the Company as set forth in the Offering Memorandum, on the one hand, and the total proceeds received by such Holder with respect to its sale of Transferred Restricted Securities under the Shelf Registration Statement, on the other hand, bear to the total gross proceeds from the Initial Placement. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or relates to Holder Information supplied by such Holder, on the other, the intent of the parties and their relative knowledge, information and opportunity to correct or prevent such untrue statement or omission. The parties agree that it would not be just and equitable if contribution pursuant to this paragraph (d) were determined by pro rata allocation or any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 5(d), each person who controls such Holder within the meaning of either the Act or the Exchange Act shall have the same rights to contribution as such Holder, and each person who controls the Company within the meaning of either the Act or the Exchange Act and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) The provisions of this Section 5 will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder, any underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 5 hereof, and will survive the sale by a Holder of Transfer Restricted Securities covered by a Shelf Registration Statement.

6. Rules 144 and 144A. The Company covenants that it shall use its reasonable best efforts to file the reports required to be filed by it under the Act and the Exchange Act in a timely manner so long as the Transfer Restricted Securities remain outstanding. If at any time the Company is not required to file such reports, it will, upon request of any Holder or beneficial owner of Transfer Restricted Securities, make available such

information necessary to permit sales pursuant to Rule 144A. The Company further covenants that, for as long as any Transfer Restricted Securities remain outstanding, it will take such further action as any Holder of Transfer Restricted Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Transfer Restricted Securities without registration under the Act within the limitation of the exemptions provided by Rule 144 and Rule 144A. Upon the written request of any Holder of Transfer Restricted Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

7. Underwritten Offerings.

(a) If any of the Transfer Restricted Securities covered by any Shelf Registration Statement are to be sold in an underwritten offering, the investment banker or investment bankers and manager or managers that will administer the underwritten offering will be selected by the Majority Holders of such Transfer Restricted Securities included in such underwritten offering, subject to the consent of the Company (which shall not be unreasonably withheld or delayed), and such Holders shall be responsible for all underwriting commissions and discounts in connection therewith; provided, however, that notwithstanding anything contained in this Agreement to the contrary, no underwritten offering shall be effected pursuant to this Agreement without the prior consent of the Company, which consent may be withheld for any reason.

(b) No Holder may participate in any underwritten offering hereunder unless such person (i) agrees to sell such Holder's Transfer Restricted Securities on the basis reasonably provided in any underwriting arrangements approved by the Holders entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

8. Miscellaneous.

(a) No Inconsistent Agreements. The Company has not, as of the date hereof, entered into nor shall it, on or after the date hereof, enter into, any agreement with respect to its securities that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Company has obtained the written consent of at least the majority of the Holders of the then outstanding Transfer Restricted Securities; provided that with respect to any matter that directly or indirectly affects the rights of the Initial Purchasers hereunder, the Company shall obtain the written consent of the Initial Purchasers against which such amendment, qualification, supplement, waiver or consent is to be effective. Notwithstanding the foregoing (except the foregoing proviso), a waiver or consent to departure from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose Transfer Restricted Securities are

being sold pursuant to a Shelf Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by the Majority Holders.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail, telecopier, or air courier guaranteeing overnight delivery:

(i) if to the Initial Purchasers, initially at their address set forth in the Purchase Agreement;

(ii) if to any other Holder, at the most current address of such Holder maintained by the Registrar under the Indenture or the registrar of the Common Stock (provided that while the Securities or the Common Stock are in book-entry form, notice to the Trustee shall serve as notice to the Holders), or, in the case of the Notice Holder, the address set forth in its Notice and Questionnaire; and

(iii) if to the Company, initially at its address set forth in the Purchase Agreement.

All such notices and communications shall be deemed to have been duly given when received, if delivered by hand or air courier, and when sent, if sent by first-class mail or telecopier.

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

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by the Company thereto, subsequent Holders. The Company hereby agrees to extend the benefits of this Agreement to any Holder and underwriter and any such Holder and underwriter may specifically enforce the provisions of this Agreement as if an original party hereto. In the event that any other person shall succeed to the Company under the Indenture, then such successor shall enter into an agreement, in form and substance reasonably satisfactory to the Initial Purchasers, whereby such successor shall assume all of the Company's obligations under this Agreement.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SAID STATE.

(h) Severability. In the event that any one of more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

(i) Securities Held by the Company, etc. Whenever the consent or approval of Holders of a specified percentage of principal amount of Securities or the shares of Common Stock issuable upon conversion thereof is required hereunder, Securities or the shares of Common Stock issued upon conversion thereof held by the Company or its Affiliates (other than subsequent Holders of Securities or the Common Stock issued upon conversion thereof if such subsequent Holders are deemed to be Affiliates solely by reason of their holdings of such Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(j) Termination. This Agreement and the obligations of the parties hereunder shall terminate upon the end of the Shelf Registration Period, except for any liabilities or obligations under Section 2(e), 4 or 5 to the extent arising prior to the end of the Shelf Registration Period.

Please confirm that the foregoing correctly sets forth the agreement between the Company and you.

Very truly yours,

VISHAY INTERTECHNOLOGY, INC.

By: /s/ Richard N. Grubb

Name: Richard N. Grubb
Title: Chief Financial Officer and
Executive Vice President

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

J.P. MORGAN SECURITIES INC.
BANC OF AMERICA SECURITIES LLC
WACHOVIA CAPITAL MARKETS, LLC

Acting on behalf of themselves and as Representatives of the Initial Purchasers

By: J.P. MORGAN SECURITIES INC.,

By: /s/ Kevin Kulak

Name: Kevin Kulak
Title: Vice President

Exhibit 5.1

_____, 2003

Vishay Intertechnology, Inc.
63 Lincoln Highway
Malvern, PA 19355-2120

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Vishay Intertechnology, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing of a Registration Statement on Form S-3 (the "Registration Statement"), for the registration of the sale from time to time by the holders thereof of (i) up to $500,000,000 aggregate principal amount of the Company's 3 5/8% Convertible Subordinated Notes Due 2023 (the "Notes") issued pursuant to the terms of an Indenture, the form of which is filed as Exhibit 4.1 to the Registration Statement, and (ii) the shares (the "Shares") of common stock, par value $0.10 per share, of the Company initially issuable upon conversion of the Notes.

We have made such inquiries and reviewed such documents and records as we have deemed necessary to enable us to express an opinion on the matters covered hereby, and we have also examined and relied upon representations, statements or certificates of public officials and officers and representatives of the Company. We have assumed that the Notes have been duly authenticated by the Trustee for the Notes as provided for in the Indenture for the Notes.

Based upon and subject to the foregoing, we are of the opinion that:

1. the Notes have been legally issued and constitute the binding obligations of the Company, subject to applicable bankruptcy, insolvency and other similar laws relating to or affecting the rights and remedies of creditors generally and to general principles of equity; and

2. the Shares have been duly authorized and reserved and, when issued upon conversion of the Notes in accordance with the terms of the Notes and the Indenture, will be legally issued, fully paid and non-assessable.

We do not express any opinion with respect to any law other than the laws of the State of New York, the Delaware General Corporation Law and the federal laws of the United States of America. This opinion is rendered only with respect to the laws and legal interpretations and the facts and circumstances in effect on the date hereof which are in effect.

We hereby consent to the use of this opinion as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus included in the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations promulgated thereunder.

Very truly yours,

Exhibit 8.1

KRAMER LEVIN NAFTALIS & FRANKEL LLP

919 THIRD AVENUE

NEW YORK, NY 10022 - 3852

TEL (212) 715-9100
FAX (212) 715-8000

PARIS
47, AVENUE HOCHE 75008
TEL (33-1) 44 09 46 00
FAX (33-1) 44 09 46 01

_____, 2003

Vishay Intertechnology, Inc.
63 Lincoln Highway
Malverne, Pennsylvania 19355-2120

Ladies and Gentlemen:

We have acted as counsel to Vishay Intertechnology, Inc., a Delaware corporation (the "Company"), in connection with the registration of $500,000,000 principal amount of 3 5/8% Convertible Subordinated Notes Due 2023 (the "Notes") and 23,496,250 shares of common stock (the "Shares") issuable upon conversion of the Notes.

For purposes of the opinion set forth below, we have reviewed and relied upon (i) the Registration Statement on Form S-3 (File No. 333-_____) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission in respect of the Notes and the Shares, and (ii) such other documents, records, and instruments as we have deemed necessary or appropriate as a basis for our opinion. In addition, in rendering our opinion we have relied upon certain statements and representations made by the Company, as well as certain statements contained in the Registration Statement. We have assumed that all such statements and representations are true, correct, complete, and not breached, and that no actions that are inconsistent with such statements and representations will be taken. We have also assumed that any representations made "to the best knowledge of" any persons will be true, correct, and complete as if made without such qualification.

Any inaccuracy in, or breach of, any of the aforementioned statements, representations and assumptions or any change after the date hereof in applicable law could adversely affect our opinion. No ruling has been (or will be) sought from the Internal Revenue Service (the "IRS") by the Company as to the United States federal tax consequences of the purchase, ownership and disposition of the Notes or the Shares. The opinion expressed herein is not binding on the IRS or any court, and there can be no assurance that the IRS or a court of competent jurisdiction will not disagree with such opinion.

Based upon and subject to the foregoing as well as the limitations set forth below, under presently applicable United States federal tax law, the discussion set forth in the Registration Statement under the caption "Certain United States Federal Tax Considerations," to the extent it sets forth material federal income and estate tax consequences of the purchase, ownership and disposition of Notes and the Shares to the holders described therein, constitutes our opinion.

No opinion is expressed as to any matter not specifically addressed above. Also, no opinion is expressed as to the tax consequences of the purchase, ownership and disposition of Notes or the Shares under any United States state or local or non-United States tax law. Furthermore, our opinion is based on current United States federal income and estate tax law and administrative practice, which may be changed at any time with retroactive effect. We do not undertake to advise you as to any changes after the date of this opinion in United States federal income or estate tax law or administrative practice that may affect our opinion unless we are specifically asked to do so.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to our firm name therein. The giving of this consent, however, does not constitute an admission that we are "experts" within the meaning of Section 11 of the Securities Act of 1933, as amended, or within the category of persons whose consent is required by Section 7 of such Act.

This opinion has been delivered to you for the purpose of being included as an exhibit to the Registration Statement.

Very truly yours,

Exhibit 12.1

VISHAY INTERTECHNOLOGY, INC.
RATIO OF EARNINGS TO FIXED CHARGES

	Six months Ended 6/30/03	Year Ended 12/31/02(1)	Year Ended 12/31/01	Year Ended 12/31/00	Year Ended 12/31/99	Year Ended 12/31/98
Net Earnings(loss)						
Income(loss) before income taxes and minority interest	$ 17,792	$(100,045)	$ 10,103	$ 690,225	$134,711	$ 42,646
Fixed charges	25,121	38,371	26,027	33,792	61,290	57,384
Less: Equity in income of affiliates	0	0	0	(2,573)	(2,195)	(1,084)
Earnings(loss), as adjusted	$ 42,913	$ (61,674)	$ 36,130	$721,444	$ 193,806	$ 98,946
Fixed Charges						
Interest expense	$ 19,465	$ 28,761	$ 16,848	$ 25,177	$ 53,296	$ 49,038
Portion of rent expense representative of interest	5,191	9,125	7,588	7,143	7,130	7,901
Amortization of deferred issuance costs	465	485	1,591	1,472	864	445
Total Fixed Charges	$ 25,121	$ 38,371	$ 26,027	$ 33,792	$ 61,290	$ 57,384
Ratio of earnings to fixed charges	1.71	--	1.39	21.35	3.16	1.72

(1) Earnings were insufficient to cover fixed charges by $61,674,000.

Exhibit 23.1

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3 No. 333-00000) and related Prospectus of Vishay Intertechnology, Inc. for the registration of $500,000,000 of 3 5/8% Convertible Subordinated Notes due 2023 and 23,496,250 shares of common stock issuable upon conversion of $500,000,000 of 3 5/8% Convertible Subordinated Notes due 2023 and to the incorporation by reference therein of our report dated February 6, 2003, with respect to the consolidated financial statements of Vishay Intertechnology, Inc. included in its Annual Report (Form 10-K/A) for the year ended December 31, 2002, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Philadelphia, Pennsylvania
November 3, 2003

EXHIBIT 25.1

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 TRUSTEE

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

WACHOVIA BANK, NATIONAL ASSOCIATION
(Exact Name of Trustee as Specified in its Charter)

22-1147033
(I.R.S. Employer Identification No.)

301 S. COLLEGE STREET, CHARLOTTE, NORTH CAROLINA
(Address of Principal Executive Offices)

28288-0630
(Zip Code)

WACHOVIA BANK, NATIONAL ASSOCIATION
123 SOUTH BROAD STREET
PHILADELPHIA, PA 19109
ATTENTION: CORPORATE TRUST ADMINISTRATION
(215) 670-6300
(Name, address and telephone number of Agent for Service)

VISHAY INTERTECHNOLOGY, INC.
(Exact Name of Obligor as Specified in its Charter)

DELAWARE
(State or other jurisdiction of Incorporation or Organization)

38-1686453
(I.R.S. Employer Identification No.)

63 LINCOLN HIGHWAY
MALVERN, PA

(Address of Principal Executive Offices)

19355
(Zip Code)

3 5/8% Convertible Subordinated Notes due 2023
(Title of Indenture Securities)

1. General information.

Furnish the following information as to the trustee:

a) Name and address of each examining or supervisory authority to which it is subject:
Comptroller of the Currency
United States Department of the Treasury
Washington, D.C. 20219

Federal Reserve Bank
Richmond, Virginia 23219

Federal Deposit Insurance Corporation
Washington, D.C. 20429

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

Yes.

2. Affiliations with obligor.

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

None.

3. Voting securities of the trustee.

Furnish the following information as to each class of voting securities of the trustee:

Not applicable - see answer to Item 13.

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:

Not applicable - see answer to Item 13.

5. Interlocking directorates and similar relationships with the obligor or underwriters.

If the trustee or any of the directors or executive officers 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 - see answer to Item 13.

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:

Not applicable - see answer to Item 13.

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:

Not applicable - see answer to Item 13.

8. Securities of the obligor owned or held by the trustee.

Furnish the following information as to securities of the obligor owned beneficially or held as collateral security for obligations in default by the trustee:

Not applicable - see answer to Item 13.

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 information as to each class of securities of such underwriter any of which are so owned or held by the trustee:

Not applicable - see answer to Item 13.

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 percent or more of the voting stock 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:

Not applicable - see answer to Item 13.

11. Ownership or holdings by the trustee of any securities of a person owning 50 percent 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 percent or more of the voting securities of the obligor, furnish the following information as to each class of securities of such person any of which are so owned or held by the trustee:

Not applicable - see answer to Item 13.

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:

Not applicable - see answer to Item 13.

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.

None.

b) 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, 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.

None

14. Affiliations with the underwriters.

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

Not applicable - see answer to Item 13.

15. Foreign trustee.

Identify the order or rule pursuant to which the trustee is authorized to act as sole trustee under indentures qualified or to be qualified under the Act.

Not applicable - trustee is a national banking association organized under the laws of the United States.

16. List of Exhibits.

List below all exhibits filed as part of this statement of eligibility.

__ 1. Copy of Articles of Association of the trustee as now in effect.*

__ 2. Copy of the Certificate of the Comptroller of the Currency dated March 27, 2002, evidencing the authority of the trustee to transact business.*

__ 3. Copy of the Certification of Fiduciary Powers of the trustee by the Office of the Comptroller of the Currency dated March 27, 2002.*

__ 4. Copy of existing by-laws of the trustee.*

__ 5. Copy of each indenture referred to in Item 4, if the obligor is in default.
- Not Applicable.

X 6. Consent of the trustee required by Section 321(b) of the Act.
- --

X 7. Copy of report of condition of the trustee at the close of business on
- -- June 30, 2003, published pursuant to the requirements of its supervising authority.

__ 8. Copy of any order 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

__ 9. Consent to service of process required of foreign trustees pursuant to Rule 10a-4 under the Act.
Not Applicable

- ----------

*Previously filed with the Securities and Exchange Commission on April 11, 2002 as an Exhibit to Form T-1 in connection with Registration Statement File No. 333-86036 and is incorporated by reference herein.

NOTE

The trustee disclaims responsibility for the accuracy or completeness of information contained in this Statement of Eligibility not known to the trustee and not obtainable by it through reasonable investigation and as to which information it has obtained from the obligor and has had to rely or will obtain from the principal underwriters and will have to rely.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, the trustee, Wachovia 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 duly authorized, all in the City of Philadelphia and the Commonwealth of Pennsylvania, on the 4th day of November, 2003.

Wachovia Bank, National Association

By: /s/ Alan G. Finn

Alan G. Finn
Vice President

EXHIBIT 6

CONSENT OF THE TRUSTEE

Pursuant to the requirements of Section 321(b) of the Trust Indenture Act of 1939, and in connection with the proposed issue of Vishay Intertechnology, Inc., 3 5/8% Convertible Subordinated Notes due 2023, Wachovia Bank, National Association, hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon request therefor.

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Alan G.Finn

Alan G. Finn
Vice President

Philadelphia, Pennsylvania

November 4, 2003

EXHIBIT T-7

REPORT OF CONDITION

Consolidating domestic and foreign subsidiaries of Wachovia Bank, N.A., at the close of business on June 30, 2003, published in response to call made by Comptroller of the Currency, under title 12, United States Code, Section 161. Charter Number 1 Comptroller of the Currency.

Statement of Resources and Liabilities

ASSETS

	Thousand of Dollars
Cash and balance due from depository institutions:	
Noninterest-bearing balances and currency and coin.....	14,108,000
Interest-bearing balances.....	4,283,000
Securities.....	
Held-to-maturity securities (from Schedule RC-B, column A).	0
Available-for-sale securities (from schedule RC-B, column D)	70,107,000
Federal funds sold and securities purchased under agreements to resell.....	0
Federal funds sold in domestic offices.....	2,060,000
Securities purchased under agreements to resell.....	4,782,000
Loans and lease financing receivables (from Schedule RC-C):	
Loan and leases held for sale.....	10,391,000
Loan and leases, net of unearned income.....	160,238,000
LESS: Allowance for loan and lease losses.....	2,655,000
LESS: Allocated transfer risk reserve.....	0
Loans and leases, net of unearned income and allowance (item.4.b misus 4.c).....	157,583,000
Trading assets (from Schedule RC-D).....	26,931,000
Premises and fixed assets (including capitalized leases).....	3,823,000
Other real estate owned (from Schedule RC-M).....	163,000
Investment in unconsolidated subsidiaries and associated companies (from Schedule RC-M).....	689,000
Customer's liability to this bank on acceptances outstanding..	1,074,000
Intangible assets.....	
Goodwill.....	9,519,000
Other intangible assets (from Schedule RC-M).....	1,608,000
Other assets (from Schedule RC-F).....	24,500,000
Total assets.....	331,621,000

LIABILITIES

Deposits:	
In domestic offices.....	195,313,000
Noninterest-bearing.....	29,821,000
Interest-bearing.....	165,492,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, partII).....	11,457,000
Noninterest-bearing.....	21,000
Interest-bearing.....	11,436,000
Federal funds purchased in domestic offices(2).....	3,871,000
Securities sold under agreements to repurchase(3).....	25,005,000
Trading liabilities(from Schedule RC-D).....	20,648,000
Other borrowed money (includes mortgage indebtedness and obligations under Capitalized leases)(from Schedule RC-M)....	19,665,000
Bank's liability on acceptances executed and outstanding.....	1,078,000
Subordinated notes and debentures.....	8,049,000
Other liabilities.....	13,250,000
Total liabilities.....	298,336,000
Minority Interest in consolidated subsidiaries.....	1,658,000

EQUITY CAPITAL

Perpetual preferred stock and related surplus.....	0
Common Stock.....	455,000
Surplus.....	24,184,000
Retained Earnings.....	4,879,000
Accumulated other comprehensive income.....	2,109,000
Other Equity Capital components.....	0
Total equity capital (sum of item 23 through 27).....	31,627,000
Total liabilities and equity capital (sum of items 21,22, and 28	331,621,000