

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 7, 1997

RENAISSANCERE HOLDINGS LTD.
(Exact name of registrant as specified in charter)

BERMUDA	34-0-26512	98-013-8020
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

RENAISSANCE HOUSE, 8-12 EAST BROADWAY PEMBROKE, BERMUDA (Address of principal executive offices)	HM 19 (Zip Code)
--	---------------------

Registrant's telephone number, including area code: (441) 295-4513

NOT APPLICABLE
(Former name or former address, if changed from last report)

ITEM 5. OTHER EVENTS

On March 7, 1997, RenaissanceRe Holdings Ltd., a Bermuda company (the "Company"), completed the sale of \$100,000,000 aggregate liquidation amount of 8.54% Capital Securities (liquidation amount \$1,000 per Capital Security) (the "Capital Securities") of RenaissanceRe Capital Trust, a Delaware statutory business trust (the "Trust"), pursuant to the terms and conditions of the Purchase Agreement, dated March 4, 1997, among the Company, the Trust, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc. The Capital Securities will pay cumulative cash distributions at an annual rate of 8.54%, payable semi-annually commencing September 1, 1997. The Capital Securities were issued pursuant to the terms of the Amended and Restated Declaration of Trust, among the Company, as Sponsor, The Bank of New York, as Property Trustee, The Bank of New York (Delaware), as Delaware Trustee, and the Administrative Trustees named therein, dated as of March 7, 1997, relating to the Trust and are guaranteed by the Company under the Series A Capital Securities Guarantee Agreement, dated as of March 7, 1997, between the Company and The Bank of New York, as Trustee. The proceeds from the sale of the Capital Securities were invested in the Company's 8.54% Junior Subordinated Deferrable Interest Debentures, Series A due March 1, 2027, which were issued pursuant to an Indenture, dated as of March 7, 1997, by and between the Company and The Bank of New York, as Trustee.

The Capital Securities were sold in a private placement in reliance on Rule 144A promulgated under the Securities Act of 1933, as amended. Proceeds of the offering were used to repay a portion of the Company's outstanding indebtedness. The Company and the Trust have agreed to file a registration statement with the Securities and Exchange Commission relating to an exchange offer, whereby the Company will offer to exchange securities registered under the Securities Exchange Act of 1934, as amended, for the privately-issued securities sold at the March 7 closing.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits:

Exhibit Number	Description of Exhibit
1.1	Purchase Agreement, dated March 4, 1997, among the Company, the Trust, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc.
4.1	Amended and Restated Declaration of Trust of RenaissanceRe Capital Trust, dated as of March 7, 1997, among the Company, as Sponsor, The Bank of New York, as Property Trustee, The Bank of New York (Delaware), as Delaware Trustee, and the Administrative Trustees named therein.

- 4.2 Indenture, dated as of March 7, 1997,
among the Company, as Sponsor and The
Bank of New York, as Debenture Trustee.
- 4.3 Series A Capital Securities Guarantee
Agreement, dated as of March 7, 1997,
between the Company and The Bank of New
York, as Trustee.
- 4.4 Registration Rights Agreement, dated
March 7, 1997, among the Company, the
Trust, Merrill Lynch & Co., Merrill
Lynch, Pierce, Fenner & Smith
Incorporated and Salomon Brothers Inc.
- 99.1 Press Release issued by the Company,
dated March 7, 1997.

SIGNATURES

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

RENAISSANCERE HOLDINGS LTD.

/s/ Keith S. Hynes

Name: Keith S. Hynes
Title: Senior Vice President
and Chief Financial Officer

March 19, 1997

EXHIBIT INDEX

Exhibit

- - - - -

- 1.1 Purchase Agreement, dated March 4, 1997, among the Company, the Trust, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc.
- 4.1 Amended and Restated Declaration of Trust of RenaissanceRe Capital Trust, dated as of March 7, 1997, among the Company, as Sponsor, The Bank of New York, as Property Trustee, The Bank of New York (Delaware), as Delaware Trustee, and the Administrative Trustees named therein.
- 4.2 Indenture, dated as of March 7, 1997, among the Company, as Sponsor and The Bank of New York, as Property Trustee.
- 4.3 Series A Capital Securities Guarantee Agreement, dated as of March 7, 1997, between the Company and The Bank of New York, as Trustee.
- 4.4 Registration Rights Agreement, dated March 7, 1997, among the Company, the Trust, Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Brothers Inc.
- 99.1 Press Release of the Company, dated March 7, 1997.

CONFORMED COPY

\$100,000,000

in Aggregate Liquidation Amount

Capital Securities

RenaissanceRe Capital Trust

PURCHASE AGREEMENT

March 4, 1997

MERRILL LYNCH & CO.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Salomon Brothers Inc
c/o MERRILL LYNCH & CO.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
North Tower
World Financial Center
New York, New York 10281-1305

Ladies and Gentlemen:

RenaissanceRe Capital Trust, a statutory business trust organized under the Business Trust Act (the "Delaware Act") of the State of Delaware (Chapter 38, Title 12 of the Delaware Code, 12 Del. (Sections 3801 et seq.)) (the "Trust"), and RenaissanceRe Holdings Ltd., a Bermuda company (the "Company" and, together with the Trust, the "Offerors"), confirm their agreements with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch") and Salomon Brothers Inc (collectively, the "Initial Purchasers," which term shall also include any initial purchaser substituted as hereinafter provided in Section 11 hereof), with respect to the issue and sale by the Trust and the purchase by the Initial Purchasers, acting severally and not jointly, of the respective numbers set forth in Schedule A hereto of 100,000 Series A 8.54% Capital Securities (liquidation amount of \$1,000 per security) representing undivided beneficial interests in the assets of the Trust (the "Series A Capital Securities"). The aforesaid 100,000 Series A Capital Securities to be purchased by the Initial Purchasers are hereinafter referred to as the "Designated Securities." The Series A Capital Securities will be guaranteed by the Company, to the extent described in the Offering Memorandum (as defined below), with respect to distributions and payments upon liquidation, redemption and otherwise pursuant to the Series A Capital Securities Guarantee Agreement (the "Series A Capital Securities Guarantee"), to be dated as of the Closing Time (as defined in Section 2(b) hereof), between the Company and The Bank of New York, as Trustee (the "Guarantee Trustee").

The entire proceeds from the sale of the Capital Securities will be combined with the entire proceeds from the sale by the Trust to the Company of its common securities (the "Common Securities"), as guaranteed by the Company to the extent set forth in the Offering Memorandum with respect to distributions and payments upon liquidation, redemption and otherwise pursuant to the Common Securities Guarantee Agreement (the "Common Securities Guarantee" and, together with the Series A Capital Securities Guarantee, the "Guarantees"), to be dated as of the Closing Time, and will be used by the Trust to purchase \$103,092,783.51 in aggregate principal amount of Series A 8.54% Junior Subordinated Deferrable Interest Debentures due March 1, 2027 (the "Series A Subordinated Debentures") issued by the Company. The Capital Securities and the Common Securities will be issued pursuant to the Amended and Restated Declaration of Trust, to be dated as of the Closing Time (the "Declaration"), among the Company, as sponsor, Keith S. Hynes, John D. Nichols, Jr. and Martin Merritt, as administrative trustees (the "Administrative Trustees"), The Bank of New York, as property trustee (the "Property Trustee"), and The Bank of New York (Delaware), as Delaware trustee (the "Delaware Trustee," and, together with the Property Trustee and the Administrative Trustees, the "Trustees"). The Series A Subordinated Debentures will be issued pursuant to an indenture, to be dated as of March 7, 1997 (the "Indenture"), between the Company and The Bank of New York, as trustee (the "Debenture Trustee").

The Series A Capital Securities may be issued either in certificated or book-entry form. The Series A Capital Securities issued in book-entry form will be issued to Cede & Co. as nominee of The Depository Trust Company ("DTC") pursuant to a letter of representation, to be dated as of the Closing Time (the "DTC Representation Letter"), among the Trust, the Property Trustee and DTC.

The Series A Capital Securities, the Series A Capital Securities Guarantee and the Series A Subordinated Debentures are hereinafter collectively referred to as the "Series A Securities."

The Series A Capital Securities will be subject to the registration rights set forth in the registration rights agreement (the "Registration Rights Agreement") among the Company, the Trust and the Initial Purchasers, to be executed on and dated as of the Closing Time. Pursuant to the Registration Rights Agreement, the Offerors will agree, among other things, to file with the Securities and Exchange Commission (the "Commission") (i) a registration statement (the "Exchange Offer Registration Statement") under the Securities Act of 1933, as amended (the "1933 Act"), relating to the Series B 8.54% Capital Securities (liquidation amount \$1,000 per security) of the Trust (the "Series B Capital Securities"), the Series B Capital Securities Guarantee (the "Series B Capital Securities Guarantee") and the Series B 8.54% Junior Subordinated Deferrable Interest Debentures due March 1, 2027 (the "Series B Subordinated Debentures" and, collectively with the Series B Capital Securities and the Series B Capital Securities Guarantee, the "Series B Securities"), to be offered in exchange for the Series A Securities (such offer to exchange being referred to as the "Exchange Offer") and/or (ii) a shelf

registration statement pursuant to Rule 415 under the 1933 Act (the "Shelf Registration Statement") relating to the resale by certain holders of the Series A Securities.

The Series A Securities and the Series B Securities are collectively referred to as the "Securities"; the Series A Capital Securities and the Series B Capital Securities are jointly referred to as the "Capital Securities"; the Series A Subordinated Debentures and the Series B Subordinated Debentures are jointly referred to as the "Subordinated Debentures"; and the Series A Capital Securities Guarantee and the Series B Capital Securities Guarantee are jointly referred to as the "Capital Securities Guarantees." The Indenture, the Declaration, the Registration Rights Agreement, the DTC Representation Letter, the Guarantees and this Agreement are hereinafter referred to collectively as the "Operative Documents."

The Offerors understand that the Initial Purchasers propose to make an offering of the Designated Securities on the terms and in the manner set forth herein and agree that the Initial Purchasers may resell, subject to the conditions set forth herein, all or a portion of the Designated Securities to purchasers ("Subsequent Purchasers") at any time after the date of this Agreement. The Designated Securities are to be offered and sold through the Initial Purchasers without being registered under the 1933 Act, in reliance upon exemptions therefrom. Pursuant to the terms of the Designated Securities, investors that acquire Designated Securities may only resell or otherwise transfer such Designated Securities if such Designated Securities are hereafter registered under the 1933 Act or if an exemption from the registration requirements of the 1933 Act is available (including the exemption afforded by Rule 144A ("Rule 144A") or Regulation S ("Regulation S") of the rules and regulations promulgated by the Commission under the 1933 Act (the "1933 Act Regulations")).

The Offerors have prepared and will deliver to each Initial Purchaser, as soon as practicable, but not later than March 4, 1997, copies of a final offering memorandum dated March 4, 1997 (the "Offering Memorandum"), for use by such Initial Purchaser in connection with its solicitation of purchases of, or offering of, the Designated Securities. "Offering Memorandum" means, with respect to any date or time referred to in this Agreement, the most recent offering memorandum (or any amendment or supplement to such document), including exhibits thereto and any documents incorporated therein by reference, which has been prepared and delivered by the Offerors to the Initial Purchasers in connection with their solicitation of purchases of, or offering of, the Designated Securities.

All references in this Agreement to financial statements and schedules and other information which is "contained," "included," "specified" or "stated" in the Offering Memorandum (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are incorporated by reference in the Offering Memorandum; and all references in this Agreement to amendments or supplements to the Offering Memorandum shall be deemed to mean and include the filing by the Company of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act") which is incorporated by reference in the Offering Memorandum.

1. REPRESENTATIONS AND WARRANTIES.

(a) The Offerors jointly and severally represent and warrant to each Initial Purchaser as of the date hereof and as of the Closing Time referred to in Section 2(a), and agree with each Initial Purchaser, as follows:

(i) The Offering Memorandum does not, and at the Closing Time will not, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representation and warranty in this subsection shall not apply to statements in or omissions from the Offering Memorandum made in reliance upon and in conformity with information furnished to the Offerors in writing by or on behalf of any Initial Purchaser through Merrill Lynch expressly for use in the Offering Memorandum.

(ii) The documents incorporated or deemed to be incorporated by reference in the Offering Memorandum at the time they were or hereafter are filed with the Commission complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), and, when read together with the other information in the Offering Memorandum, at the date of the Offering Memorandum and at the Closing Time, do not and will 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 light of the circumstances under which they were made, not misleading.

(iii) None of the Offerors nor any of their respective affiliates (as defined in Rule 501(b) of Regulation D ("Regulation D") under the 1933 Act), directly or indirectly, has solicited any offer to buy or offered to sell, or will solicit any offer to buy or offer to sell any security which is or would be integrated with the sale of the Series A Securities in a manner that would require the offer or sale of the Series A Securities to be registered under the 1933 Act. None of the Offerors nor any of their respective affiliates (as defined in Rule 501(b) of Regulation D), directly or indirectly, has engaged or will engage, in connection with the offering of any security which is or would be integrated with the sale of the Series A Securities (a) in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the 1933 Act or (b) in any directed selling efforts within the meaning of Rule 902 under the 1933 Act in the United States. Assuming the accuracy of the representations and warranties of, and compliance with their agreements by, the Initial Purchasers set forth herein, it is not necessary in connection with the offer, sale and delivery of the Series A Securities to the Initial Purchasers, or in connection with the initial resale of the Series A Securities by the Initial Purchasers in accordance herewith, to register the offer or sale of the

Series A Securities under the 1933 Act or to qualify any of the Series A Securities under the Trust Indenture Act of 1939, as amended.

(iv) The Trust has been duly created and is validly existing in good standing as a business trust under the Delaware Act with the power and authority to own property and to conduct its business as described in the Offering Memorandum and to enter into and perform its obligations under the Operative Documents, as applicable, and the Designated Securities; the Trust is not a party to or otherwise bound by any material agreement other than those described in the Offering Memorandum; and the Trust is and will at the Closing Time, under current law, be classified for United States federal income tax purposes as a grantor trust.

(v) Ernst & Young, the accountants who audited the financial statements and related schedules as of December 31, 1993, 1994 and 1995 and for the years ended December 31, 1994 and 1995 and the period beginning June 7, 1993 (date of incorporation) through December 31, 1993 included in the Offering Memorandum and the financial statements and related schedules as of and for the year December 31, 1996 (the "1996 Financial Statements"), are independent public accountants as required by the 1933 Act and the 1933 Act Regulations.

(vi) The consolidated financial statements incorporated by reference in the Offering Memorandum and the 1996 Financial Statements fairly present the consolidated financial position of the Company and its subsidiaries, including Renaissance Reinsurance Ltd. ("Renaissance Reinsurance") and Glencoe Insurance Ltd. ("Glencoe Insurance;" together with Renaissance Reinsurance, the "Subsidiaries"), as at the dates indicated and the consolidated results of their operations for the periods specified; except as otherwise stated in the Offering Memorandum, such financial statements were prepared in conformity with United States generally accepted accounting principles applied on a consistent basis.

(vii) Each of the Company and its Subsidiaries, has filed all reports, information statements and other documents with the insurance regulatory authorities of its jurisdictions of incorporation and domicile as are required to be filed pursuant to the insurance statutes of such jurisdictions, including the statutes relating to companies which control insurance companies, and the rules, regulations and interpretations of the insurance regulatory authorities thereunder (the "Applicable Insurance Laws"), and has duly paid all taxes (including franchise taxes and similar fees) it is required to have paid under the Applicable Insurance Laws, except where the failure to file such statements or reports or pay such taxes would not have a material adverse effect on the financial condition, earnings or business of the Company and its Subsidiaries considered as one enterprise (a "Material Adverse Effect"), and each of the Company and its Subsidiaries maintains its books and records in accordance with the Applicable Insurance Laws, except where the failure to so maintain its books and records would not have a Material Adverse Effect; all

of the issued and outstanding capital stock of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable.

(viii) This Agreement has been duly executed and delivered by the Offerors.

(ix) The Declaration has been duly authorized by the Company and, at the Closing Time, will have been duly executed and delivered by the Company and the Trustees, and assuming the due authorization, execution and delivery of the Declaration by the Trustees, the Declaration will, at the Closing Time, be a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by the receivership, conservatorship and supervisory powers of bank regulatory agencies generally as well as to bankruptcy, insolvency (including without limitation all laws relating to fraudulent transfers), reorganization, moratorium, liquidation, receivership or other similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity) and the availability of equitable remedies (collectively, the "Enforceability Exceptions") and except that any rights to indemnity and contribution described therein may be limited by state or federal securities laws or the public policy underlying such laws.

(x) The Common Securities, when duly authorized by the Declaration and, when issued and delivered by the Trust to the Company against payment therefor as described in the Offering Memorandum, will be validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust; the issuance of the Common Securities will not be subject to preemptive or other similar rights; at the Closing Time, all of the issued and outstanding Common Securities of the Trust will be directly owned by the Company free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equitable right.

(xi) At the Closing Time, the Series A Capital Securities, when duly authorized by the Declaration and, when issued and delivered against payment therefor as provided herein, will be validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust; the issuance of the Series A Capital Securities will not be subject to preemptive or other similar rights; at the Closing Time, the Series B Capital Securities will have been duly authorized by the Trust and, when duly issued and delivered against payment therefor upon consummation of the Exchange Offer, will be validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust; and the Capital Securities will be in the form contemplated by, and entitled to the benefits of, the Declaration and will conform to the descriptions thereof in the Offering Memorandum.

(xii) Each of the Guarantees has been duly authorized by the Company and, at the Closing Time, will have been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Guarantee Trustee, will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by the Enforceability Exceptions; upon consummation of the Exchange Offer, the Series B Capital Securities Guarantee will have been duly executed and delivered by the Company, and will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by the Enforceability Exceptions; and the Guarantees will conform to the descriptions thereof in the Offering Memorandum.

(xiii) The Indenture has been duly authorized by the Company and, at the Closing Time, will have been duly executed and delivered by the Company and, upon receipt of the purchase price in respect of the Junior Subordinated Debentures, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforcement thereof may be limited by the Enforceability Exceptions.

(xiv) The Series A Subordinated Debentures have been duly authorized by the Company; at the Closing Time the Series A Subordinated Debentures will have been duly executed by the Company and, when issued, authenticated and delivered in the manner provided for in the Indenture and delivered to the Trust against payment therefor as described in the Offering Memorandum, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that enforcement thereof may be limited by the Enforceability Exceptions; the Series B Subordinated Debentures have been duly authorized by the Company and, when duly executed and delivered by the Company and authenticated in the manner provided in the Indenture, and upon receipt of the purchase price therefor, upon consummation of the Exchange Offer will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms except to the extent that enforcement thereof may be limited by the Enforceability Exceptions; and the Subordinated Debentures will be in the form contemplated by, and entitled to the benefits of, the Indenture and will conform in all material respects to the description thereof in the Offering Memorandum.

(xv) The Registration Rights Agreement has been duly authorized by the Offerors and, at the Closing Time, will have been duly executed and delivered and will constitute a valid and binding agreement of the Offerors, enforceable against the Offerors in accordance with its terms, except to the extent enforcement thereof may be limited by the Enforceability Exceptions and except that rights to indemnity

and contribution may be limited by state or federal securities laws or the public policy underlying such laws.

(xvi) Each of the Operative Documents conforms in all material respects to the description thereof contained in the Offering Memorandum.

(xvii) Each of the Administrative Trustees is an officer or employee of the Company and has been duly authorized by the Company to execute and deliver the Declaration.

(xviii) Since the respective dates as of which information is given in the Offering Memorandum, except as otherwise stated therein, (A) there has been no Material Adverse Effect, (B) there have been no transactions entered into by the Company or any Subsidiary, other than those in the ordinary course of business, which are material with respect to the Company and its Subsidiaries considered as one enterprise and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock, except to the extent described in the Offering Memorandum.

(xix) The Company has been duly formed and is validly existing as a company in good standing under the laws of Bermuda with the power and authority to own, lease and operate its properties and to conduct its business as described in the Offering Memorandum and to enter into and perform its obligations under the Purchase Agreement; and the Company is duly qualified as a foreign company to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a Material Adverse Effect.

(xx) Renaissance Reinsurance and Glencoe Insurance are the only subsidiaries of the Company. Each of the Subsidiaries has been duly formed, is validly existing as a company in good standing under the laws of the jurisdiction of its incorporation, has the power and authority to own, lease and operate its properties and to conduct its business as described in the Offering Memorandum, and is duly qualified as a foreign company to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify would not have a Material Adverse Effect; all of the issued and outstanding capital stock of each Subsidiary has been duly authorized and validly issued, is fully paid and nonassessable. All of the shares of Renaissance Reinsurance and a majority of the shares of Glencoe Insurance are owned of record by the Company, in each case free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim.

(xxi) The Company had at the date indicated a duly authorized and outstanding capitalization as set forth in the Offering Memorandum under the caption "Capitalization;"

all of the outstanding shares of capital stock of the Company have been duly authorized and validly issued, and are fully paid and non-assessable.

(xxii) The Securities conform (or will conform) to all statements relating thereto contained in the Offering Memorandum; and the Securities are not subject to preemptive or other similar rights, except pursuant to the Registration Rights Agreement and such rights as have been duly and irrevocably waived prior to the date hereof.

(xxiii) The Trust is not in violation of the Certificate of Trust filed with the state of Delaware or the Declaration and neither the Company nor any Subsidiary is in violation of its respective Memorandum of Association or Bye-laws and neither the Trust, the Company nor any Subsidiary is in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Trust, the Company or any Subsidiary is a party or by which the Trust, the Company or any Subsidiary is bound, or to which any of the property or assets of the Trust, the Company or any Subsidiary is subject, other than any such violation or default that would not have a Material Adverse Effect; and the execution, delivery and performance of this Agreement and the Operative Documents, and the consummation of the transactions contemplated herein and therein, have been duly authorized by all necessary action by or on behalf of the Trust and the Company and will not conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien or encumbrance upon any property or assets of the Trust, the Company or any Subsidiary pursuant to any contract, indenture, mortgage, loan agreement, note, lease or other instrument to which the Trust, the Company or any Subsidiary is a party or by which it or either of them may be bound, or to which any of the property or assets of the Trust, the Company or any Subsidiary is subject, nor will such action result in any violation of the provisions of the Memorandum of Association or Bye-laws of the Company or any Subsidiary, the Declaration or any applicable law, administrative regulation or administrative or court decree, other than any such conflict, breach or violation that would not have a Material Adverse Effect. Neither the Trust, the Company nor any Subsidiary has received any notice from any other party to any material treaty, contract, agreement or arrangement that such other party intends not to perform such treaty, contract, agreement or arrangement, and neither the Trust, the Company nor its Subsidiaries has any knowledge that any other party to such treaties, contracts, agreements or arrangements will be unable to perform such treaty, contract, agreement or arrangement, except to the extent that the Company or any Subsidiary has made provision which it deems adequate for potential uncollectible reinsurance.

(xxiv) No labor dispute with the employees of the Company or its Subsidiaries exists or, to the knowledge of the Offerors, is threatened, that might reasonably be expected to have a Material Adverse Effect.

(xxv) There is no action, suit or proceeding before or by any court or governmental agency or body (including, without limitation, any insurance regulatory

agency or body), domestic or foreign, now pending, or, to the knowledge of the Offerors, threatened, against or affecting the Trust, the Company or any Subsidiary, which is required to be disclosed in the Offering Memorandum (other than as disclosed therein), or which, considered singly or in the aggregate, might have a Material Adverse Effect, or which might prevent the consummation of this Agreement; and all pending legal or governmental proceedings to which the Trust, the Company or any Subsidiary is a party or of which any of their respective properties or assets is the subject which are not described in the Offering Memorandum, including ordinary routine litigation incidental to the business, considered in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(xxvi) No authorization, approval or consent of any court or governmental authority or agency (including, without limitation, any insurance regulatory agency or body) is necessary in connection with the offering or sale of the Securities hereunder, except such as may be required under the Securities Exchange Act of 1934, as amended (the "1934 Act"), the rules and regulations of the Commission under the 1934 Act (the "1934 Act Regulations"), the Exchange Control Regulations promulgated pursuant to the Exchange Control Act 1972 of Bermuda or state or foreign securities laws which the Initial Purchasers have the responsibility to obtain.

(xxvii) Each of the Trust, the Company and the Subsidiaries possesses such licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies (including, without limitation, any such item from any insurance regulatory agency or body) necessary to conduct the business now operated by them, except where the failure to possess such certificates, authorizations or permits would not have a Material Adverse Effect, and neither the Trust, the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, singly or in the aggregate, if the subject of an unfavorable decision, ruling, or finding, would have a Material Adverse Effect. Except as disclosed in the Offering Memorandum, no insurance regulatory agency or body has issued any order or decree impairing, restricting or prohibiting (A) payment of dividends by the Company or by any Subsidiary to the Company, or (B) the continuation of the business of the Trust, the Company or any Subsidiary in all material respects as presently conducted.

(xxviii) Each of the Trust, the Company and its Subsidiaries has good title to all properties owned by it, in each case free and clear of all liens, encumbrances and defects except (i) as do not materially interfere with the use made and proposed to be made of such properties or (ii) as could not reasonably be expected to have a Material Adverse Effect.

(xxix) There are no holders of securities (debt or equity) of the Trust, the Company or its Subsidiaries, or holders of rights, options or warrants to obtain securities of the Trust, the Company or its Subsidiaries, who have the right to request the Company

to register securities held by them under the 1933 Act (or, subject to certain conditions, their respective transferees), except pursuant to the Registration Rights Agreement or as set forth or incorporated by reference in the Offering Memorandum.

(xxx) Neither the Trust nor the Company has taken and will take, directly or indirectly, any action designed to, or that might be reasonably expected to, cause or result in stabilization or manipulation of the price of the Designated Securities.

(xxxi) The Series A Capital Securities will at the Closing Time be eligible for resale pursuant to Rule 144A and will not be, at the Closing Time, of the same class of securities of the Company or the Trust listed on a national securities exchange registered under Section 6 of the 1934 Act, or quoted in a U.S. automated interdealer quotation system.

(xxxii) Neither the Trust, the Company nor any Subsidiary is, and following the issuance of the Securities and the consummation of the transactions contemplated by the Operative Documents and the application of the proceeds as described in the Offering Memorandum, neither the Trust, the Company nor any Subsidiary will be, an "investment company" or a company "controlled" by an "investment company" which is required to be registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").

(b) Any certificate signed by any trustee of the Trust or any duly authorized officer of the Company delivered to any Initial Purchaser or to counsel to the Initial Purchasers shall be deemed a representation and warranty by the Trust or the Company, as the case may be, to each Initial Purchaser as to the matters covered thereby.

2. SALE AND DELIVERY TO INITIAL PURCHASERS; CLOSING.

(a) Designated Securities. On the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Trust agrees to sell to each Initial Purchaser the number of Designated Securities set forth in Schedule A opposite the name of such Initial Purchaser, and each Initial Purchaser, severally and not jointly, agrees to purchase from the Trust, at a price of \$1,000 per Designated Security, the number of Designated Securities set forth in Schedule A opposite the name of such Initial Purchaser, plus any additional number of Designated Securities which such Initial Purchaser may become obligated to purchase pursuant to the provisions of Section 11 hereof.

(b) Payment. Payment of the purchase price for, and delivery of certificates for, the Designated Securities shall be made at the offices of Willkie Farr & Gallagher, 153 East 53rd Street, New York, New York 10022, or at such other places as shall be agreed upon by the Initial Purchaser and the Company, at 10:00 A.M. on the third (fourth, if the pricing occurs after 4:30 P.M. on any given day) business day after the date of pricing (unless postponed in accordance with the provisions of Section 11), or such other time not later than ten business days

after such date as shall be agreed upon by the Initial Purchasers and the Company (and such time and date of payment and delivery being herein called "Closing Time").

All payments shall be made to the Trust in immediately available funds payable to the order of the Trust against delivery to the Initial Purchasers of certificates for (or book-entry delivery of) the Designated Securities to be purchased by them. It is understood that each Initial Purchaser has authorized Merrill Lynch for its own account, to accept delivery of, receipt for, and make payment of the purchase price for, the Designated Securities which it has agreed to purchase. Merrill Lynch, individually and not as representative of the Initial Purchasers, may (but shall not be obligated to) make payment of the purchase price for the Designated Securities to be purchased by any Initial Purchaser whose payment has not been received by the Closing Time, but such payment shall not relieve such Initial Purchaser from its obligations hereunder. The certificates representing the Designated Securities which are not resold to institutional "accredited investors" shall be registered in the name of Cede & Co. pursuant to the DTC Representation Letter and shall be made available for examination and packaging by the Initial Purchasers in The City of New York not later than the last business day prior to the Closing Time.

(c) Initial Purchasers' Compensation. As compensation to the Initial Purchasers for their commitments hereunder and in view of the fact that the proceeds of the sale of Designated Securities will be used to purchase Subordinated Debentures of the Company, the Company hereby agrees to pay at the Closing Time to Merrill Lynch in immediately available funds, for the accounts of the several Initial Purchasers, a commission of \$10.00 per Designated Security to be delivered by the Trust hereunder at Closing Time.

(d) Denominations. Certificates for the Designated Securities shall be in such denominations and registered in such names as the Initial Purchasers may request in writing at least two full business days before the Closing Time. The certificates for the Designated Securities will be made available for examination and packaging by the Initial Purchasers in the City of New York not later than the business day prior to the Closing Time.

(e) Initial Purchasers' Representations and Warranties. Each Initial Purchaser severally and not jointly represents and warrants to, and agrees with, the Company that it is a Qualified Institutional Buyer (as defined in Section 6(a)(i) and an Institutional Accredited Investor (as defined in Section 6(a)(i) and is purchasing the Designated Securities pursuant to an exemption from the registration requirements of the 1933 Act.

3. COVENANTS OF THE OFFERORS.

The Offerors covenant with each Initial Purchaser as follows:

(a) The Offerors will furnish to each Initial Purchaser and counsel to the Initial Purchasers, as soon as available and without charge, such number of copies of the Preliminary Offering Memorandum and the Offering Memorandum and any amendments or supplements thereto as such Initial Purchaser or counsel may reasonably request.

(b) The Offerors will immediately notify each Initial Purchaser, and (if requested) confirm such notice in writing, of (x) any filing made by the Offerors of information relating to the offering of Designated Securities with any securities exchange or any other regulatory body in the United States or any other jurisdiction, and (y) prior to the completion of the placement of any Designated Securities by the Initial Purchasers as evidenced by a notice in writing from the Initial Purchasers to the Offerors, any material changes in or affecting the earnings or business affairs of the Trust, or the Company and its Subsidiaries considered as one enterprise, which (i) make any statement in the Offering Memorandum false or misleading or (ii) are not disclosed in the Offering Memorandum. In such event or if during such time any event shall occur or condition shall exist as a result of which it is necessary, in the reasonable opinion of counsel for the Initial Purchasers or the Offerors, to amend or supplement the Offering Memorandum in order that the Offering Memorandum will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances then existing, the Company will promptly prepare such amendment or supplement so that, as so amended or supplemented, the Offering Memorandum will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances then existing, not misleading.

(c) The Offerors will advise each Initial Purchaser promptly of any proposal to amend or supplement the Offering Memorandum and will not effect such amendment or supplement without the consent of the Initial Purchasers, which consent shall not be unreasonably withheld. Neither the consent of the Initial Purchasers, nor the Initial Purchasers' delivery of any such amendment or supplement, shall constitute a waiver of any of the conditions set forth in Section 5 hereof.

(d) The Offerors will endeavor, in cooperation with the Initial Purchasers, to qualify the Designated Securities for offering and sale under the applicable securities laws of such states and other jurisdictions of the United States as the Initial Purchasers may designate and to maintain such qualifications in effect for as long as may be necessary to complete the distribution of the Designated Securities, but in no event for a period of more than one year from the date of the Offering Memorandum; provided, however, that the Offerors shall not be obligated to qualify as a foreign corporation in any jurisdiction in which they are not so qualified or to file a general consent to service of process in any jurisdiction or to amend its Memorandum of Association or By-laws or the Declaration, as the case may be. In each jurisdiction in which the Designated Securities have been so qualified, the Company will file or cause to be filed such statements and reports as may be required by the laws of such jurisdiction to continue such qualification in effect for as long as may be necessary to complete the distribution of the Designated Securities, but in no event for a period of more than one year from the date of the Offering Memorandum.

(e) During a period of 90 days from the date of the Offering Memorandum, neither the Trust nor the Company will, without the prior written consent of Merrill Lynch (which consent shall not be unreasonably withheld), directly or indirectly, sell, offer to sell, contract to sell, grant any option for the sale of, or otherwise dispose of, any Capital Securities or any security convertible into or exchangeable or exercisable for Capital Securities or the Subordinated Debentures or any debt securities substantially similar (including provisions with respect to the deferral of interest) to the Subordinated Debentures or any equity security substantially similar to the Capital Securities (except for Securities issued pursuant to this Agreement), whether issued by the Trust or any entity in which the Company has an interest; provided, however, that the foregoing restrictions shall not apply to any disposal of the Subordinated Debentures following any liquidation of the Trust.

(f) The Offerors shall take all reasonable action necessary to enable Standard & Poor's Ratings Services, a division of McGraw Hill, Inc. ("S&P"), and Moody's Investors Service, Inc. ("Moody's") to provide their respective credit ratings of the Capital Securities.

(g) The Offerors will cooperate with the Initial Purchasers and use their reasonable best efforts to permit the Series A Capital Securities to be eligible for clearance and settlement through the facilities of DTC.

(h) The Trust will use the net proceeds received by it from the sale of the Series A Capital Securities, and the Company will use the proceeds received by it from the sale of the Series A Subordinated Debentures, in the manner specified in the Offering Memorandum under the heading "Use of Proceeds".

4. PAYMENT OF EXPENSES.

(a) Expenses. The Company will pay all expenses incident to the performance of the obligations of the Company and the Trust under this Agreement, including (i) the preparation and printing of, and delivery to the Initial Purchasers of copies of, the Preliminary Offering Memorandum and the Offering Memorandum (including any amendments and supplements thereto, the financial statements and exhibits and, if necessary, any document incorporated therein by reference), (ii) the printing and distribution of this Agreement, the Operative Documents, any agreement among Initial Purchasers and such other documents as may be required in connection with the offering, purchase, sale and delivery of Series A Securities, (iii) the preparation, issuance and delivery of the certificates for the Series A Securities to the Initial Purchasers, including capital duties, stamp duties and stock transfer taxes, if any, payable upon the sale of the Series A Securities to the Initial Purchasers, (iv) the fees and disbursements of the Company's and the Trust's counsel and accountants, (v) the qualification of the Series A Securities under securities laws in accordance with the provisions of Section 3(c), including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchasers in connection therewith and in connection with the preparation of the Blue Sky Survey, (vi) the printing and delivery to the Initial Purchasers of copies of the Blue Sky Survey, (vii) rating agency fees and (viii) the fees and expenses of any trustee appointed under any of the Operative Documents, including the fees and disbursements of counsel for such trustees in connection with the Operative Documents.

(b) Termination of Agreement. If this Agreement is terminated by the Initial Purchasers in accordance with the provisions of Section 5, Section 10(a)(i) or Section 11, the Company shall reimburse the Initial Purchasers for all of their reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Initial Purchasers.

5. CONDITIONS OF INITIAL PURCHASERS' OBLIGATIONS.

The obligations of the Initial Purchasers hereunder are subject to the accuracy in all material respects of the representations and warranties of the Offerors, to the performance by the Offerors of their obligations hereunder and to the following further conditions:

(a) At Closing Time, the Initial Purchasers shall have received:

(1) The opinion, dated as of Closing Time, of Willkie Farr & Gallagher, counsel for the Offerors, in form and substance reasonably satisfactory to counsel for the Initial Purchasers, to the effect that:

(i) The Indenture, when duly authorized, executed, authenticated and delivered by the Debenture Trustee and upon payment of the purchase price for the Series A Subordinated Debentures, will constitute a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms except (A) the extent that enforceability thereof may be limited by (1) bankruptcy, insolvency,

reorganization, moratorium, fraudulent conveyance, or other similar laws now or hereafter in effect relating to creditors' rights generally and (2) general principles of equity (regardless of whether considered at law or in equity) and (B) that provisions of the Indenture providing for the payment of liquidated damages may be unenforceable, in whole or in part.

(ii) The Registration Rights Agreement, when duly authorized, executed and delivered by the Initial Purchasers, constitutes a valid and binding agreement of each of the Company and the Trust enforceable against each of the Company and the Trust in accordance with its terms except (1) to the extent that enforceability thereof may be limited by (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws now or hereafter in effect relating to creditors' rights generally and (B) general principles of equity (regardless of whether considered at law or in equity), (2) that rights to indemnity and contribution contained in the Registration Rights Agreement may be limited by state or federal law or public policy and (3) that rights to receive liquidated damages contained therein may be unenforceable, in whole or in part.

(iii) Each of the Series A Capital Securities Guarantee and the Common Securities Guarantee constitutes, and the Series B Capital Securities Guarantee, when issued in the Exchange Offer as contemplated in the Registration Rights Agreement and when duly authorized, executed and delivered by the Capital Securities Guarantee Trustee and the Common Securities Guarantee Trustee, as applicable, will constitute, a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms except to the extent that enforceability thereof may be limited by (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws now or hereafter in effect relating to creditors' rights generally and (B) general principles of equity (regardless of whether considered at law or in equity).

(iv) The Series A Subordinated Debentures, when executed, authenticated and delivered in the manner provided for in the Indenture and when duly authenticated by the Debenture Trustee and paid for in accordance with the Indenture and the Debenture Subscription Agreement dated March 4, 1997 between the Company and the Trust, and the Series B Subordinated Debentures, when executed, authenticated and delivered in the manner provided for in the Indenture and issued in the Exchange Offer as contemplated in the Registration Rights Agreement, will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms except (A) to the extent that enforceability thereof may be limited by

(1) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other similar laws now or hereafter in effect relating to creditors' rights generally and (2) general principles of equity (regardless of whether considered at law or in equity) and (B) that provisions of the Debentures (including provisions of the Indenture incorporated by reference therein) providing for the payment of liquidated damages may be unenforceable, in whole or in part.

(v) Each of the Operative Documents to which the Trust is a party, assuming due authorization and execution by the Trust, has been duly delivered by the Trust.

(vi) The documents incorporated by reference in the Offering Memorandum (except for the financial statements and notes thereto and other financial or statistical data included therein or omitted therefrom and except to the extent that any statement therein is modified or superseded in the Offering Memorandum), as of the dates they were filed with the Commission, satisfy in all material respects the requirements of the 1934 Act and the rules and regulations promulgated thereunder.

(vii) The Series A Securities conform in all material respects as to legal matters to the description thereof contained in the Offering Memorandum under the captions "Description of Capital Securities," "Description of Junior Subordinated Debentures," "Description of Guarantee" and "Relationship Among the Capital Securities, the Junior Subordinated Debentures and the Guarantee."

(viii) The statements under the caption "Certain Federal Income Tax Considerations" in the Offering Memorandum address all material U.S. Federal income tax considerations affecting the Company and holders of Designated Securities (other than those tax considerations that depend on circumstances specific for such holders) and the statements of law contained therein are accurate in all material respects and such discussion reflects the opinion of such counsel with respect to the matters of law referred to therein.

(ix) The Junior Subordinated Debentures will be classified for United States federal income tax purposes as indebtedness of the Company; and the Trust will be classified for United States federal income tax purposes as a grantor trust and not as an association taxable as a corporation.

(x) The descriptions in the Offering Memorandum of U.S. insurance statutes and regulations set forth under the caption

"RenaissanceRe Holdings Ltd.--Regulation" are accurate in all material respects.

(xi) No authorization, approval, consent or order of any U.S. court or governmental authority or agency is required in connection with the offering or sale of the Securities to the Initial Purchasers hereunder, except such as have been obtained and such as may be required under state or foreign securities laws (as to which counsel need express no opinion).

(xii) To the best of such counsel's knowledge and information, (i) there are no contracts, indentures, mortgages, loan agreements, notes, leases or other instruments required to be described or referred to in the Offering Memorandum other than those described, referred to or incorporated by reference (including the exhibits to any such documents so incorporated by reference) therein and (ii) the descriptions thereof or references thereto are correct in all material respects.

(xiii) To the best of such counsel's knowledge and information, there are no U.S. legal or governmental proceedings pending or threatened against the Trust, the Company or any Subsidiary which are required to be disclosed in the Offering Memorandum, other than those disclosed or incorporated by reference (including the exhibits to any such documents so incorporated by reference) therein, and all pending U.S. legal or governmental proceedings to which the Company or any Subsidiary is a party or to which any of their properties is subject which are not described in the Offering Memorandum, including ordinary routine litigation incidental to the business of the Company or any Subsidiary, as applicable, when considered in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(xiv) To the best of such counsel's knowledge and information, the execution, delivery and performance of this Agreement, the Operative Documents and the consummation of the transactions contemplated herein and therein and compliance by the Company with its obligations hereunder and thereunder, do not and will not at the Closing Time conflict with or constitute a breach of, or default under, or result in the creation or imposition of any lien or encumbrance upon any property or assets of the Trust, the Company or any Subsidiary pursuant to any contract, indenture, mortgage, loan agreement, note, lease or other instrument required to be described in the Offering Memorandum (or any amendment or supplement thereto) to which the Trust, the Company or any Subsidiary is a party or by which it or any of them may be bound, or to which any of the property or assets of the Trust, the Company or any Subsidiary is subject, nor will such action result in any violation of (A) the provisions of any applicable U.S.

law, (B) any U.S. administrative regulation or (C) any U.S. administrative or court decree, known to them.

(xv) Neither the Trust, the Company nor any Subsidiary is required to be registered as an "investment company" under the Investment Company Act.

In rendering their opinions as aforesaid, Willkie Farr & Gallagher may rely, as to factual matters, on written certificates of officers of the Company, as to matters of Bermuda law, on the opinion of Conyers, Dill & Pearman, dated as of the Closing Time and, as to matters of Delaware law, on the opinion of Morris, Nichols, Arsht & Tunnell, dated as of the Closing Time; provided that (1) the Initial Purchasers are notified in advance of Willkie Farr & Gallagher's intention to rely on the opinions of Conyers, Dill & Pearman and Morris, Nichols, Arsht & Tunnell, as the case may be, (2) such reliance is expressly authorized by such opinion so relied upon and such opinion is delivered to the Initial Purchasers and is reasonably satisfactory to them and their counsel, and (3) Willkie Farr & Gallagher shall state in their opinion that they believe that they and the Initial Purchasers are justified in relying on such opinion.

(2) The opinion, dated as of the Closing Time, of Morris, Nichols, Arsht & Tunnell, Delaware counsel for the Offerors, in form and substance reasonably satisfactory to counsel for the Initial Purchasers to the effect that:

(i) The Trust has been duly created and is validly existing in good standing as a business trust under the Delaware Business Trust Act;

(ii) Under the Delaware Business Trust Act and the Declaration, the Trust has the business trust power and authority to (a) execute and deliver, and to perform its obligations under, the Operative Documents to which it is a party, (b) issue and perform its obligations under the Series A Capital Securities, the Series B Capital Securities and the Common Securities and (c) purchase and hold the Series A Subordinated Debentures and the Series B Subordinated Debentures;

(iii) Each of the Operative Documents to which the Trust is a party has been duly authorized and executed by the Trust;

(iv) The Declaration constitutes a valid and binding agreement of the Company, the Administrative Trustees named therein and the Delaware Trustee and is enforceable against the Company, such Administrative Trustees and the Delaware Trustee in accordance with its terms, except to the extent that enforcement thereof may be limited by (i)

bankruptcy, insolvency, receivership, liquidation, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and remedies, (ii) general principles of equity (regardless of whether considered and applied in a proceeding in equity or at law), and (iii) considerations of public policy and the effect of applicable law relating to fiduciary duties;

(v) The Series A Capital Securities and the Series B Capital Securities have been duly authorized for issuance by the Trust; and the Series A Capital Securities, when issued, executed, authenticated and delivered in the manner provided for in the Declaration and paid for in accordance with this Agreement, and the Series B Capital Securities, when executed, authenticated and delivered in the Exchange Offer, pursuant to and in accordance with the terms of the Declaration, as contemplated in the Registration Rights Agreement, the Exchange Offer Registration Statement and this Agreement, will represent, subject to the qualifications set forth in paragraph (vi) below, fully paid and nonassessable undivided beneficial interests in the assets of the Trust and will entitle the holder thereof to the benefits of the Declaration, except to the extent that enforcement thereof may be limited by (i) bankruptcy, insolvency, receivership, liquidation, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and remedies, (ii) general principles of equity (regardless of whether considered and applied in a proceeding in equity or at law), and (iii) considerations of public policy and the effect of applicable law relating to fiduciary duties;

(vi) The holders of the Series A Capital Securities and the Series B Capital Securities will be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware (provided that no opinion is expressed as to any holder of Securities that is, was or becomes a named Trustee of the Trust); it being understood, however, that the holders of the Securities may be subject to the withholding provisions of Section 11.4 of the Declaration and may be required to make payment or provide indemnity or security as set forth in the Declaration or pursuant to the Exchange Offer; and

(vii) Under the Delaware Business Trust Act and the Declaration, the issuances of the Series A Capital Securities and the Series B Capital Securities will not be subject to preemptive rights.

(3) The opinion, dated as of Closing Time, of Conyers, Dill & Pearman, in form and substance reasonably satisfactory to counsel for the Initial Purchasers, to the effect that:

(i) Each of the Company and its Subsidiaries has been duly incorporated and is validly existing and in good standing as a company under the laws of Bermuda.

(ii) The Company has all corporate power and authority necessary to own, lease and operate its properties, to conduct its business as described in the Offering Memorandum and to enter into and perform its obligations under the Purchase Agreement.

(iii) To the best of such counsel's knowledge, Renaissance Reinsurance is licensed as a Class 4 general insurer in Bermuda under the Insurance Act 1978 of Bermuda.

(iv) All of the issued and outstanding common shares of each Subsidiary have been duly authorized and validly issued, are fully paid and nonassessable. All of the shares of Renaissance Reinsurance and a majority of the shares of Glencoe Insurance are owned of record by the Company.

(v) All of the outstanding shares of common stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable, and none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive rights of any shareholder of the Company contained in the Company's Memorandum of Association or Bye-Laws.

(vi) Each of the Operative Documents to which the Company is a party has been duly authorized, executed and delivered by the Company.

(vii) Each of the Series A Capital Securities Guarantee and the Common Securities Guarantee has been duly authorized, executed and delivered by the Company.

(viii) The Series A Subordinated Debentures and the Series B Subordinated Debentures have been duly authorized for issuance and sale by the Company.

(ix) To the best of such counsel's knowledge and information, each Subsidiary is duly licensed or authorized to carry on its insurance and reinsurance businesses in Bermuda pursuant to the Insurance Act 1978 of Bermuda (as amended) in accordance with their respective registrations; to the best knowledge of such counsel, all such licenses and authorizations are in full force and effect and no proceedings are pending or threatened

seeking the revocation or limitation thereof, except in any such cases where the failure by any Subsidiary to be so licensed or authorized would not (either individually or in the aggregate) have a Material Adverse Effect.

(x) To the best of such counsel's knowledge and information, the execution, delivery and performance of this Agreement and the Operative Documents, and the issuance and delivery of the Series A Subordinated Debentures, the Series B Subordinated Debentures, the Series A Capital Securities Guarantee, the Series B Capital Securities Guarantee and the Series A Common Securities Guarantee and the consummation by the Company of the transactions contemplated in this Agreement and in the Offering Memorandum and compliance by the Company with the terms of each of the Operative Documents, as applicable, do not and will not result in any violation of (A) the provisions of the Memorandum of Association or Bye-laws of the Company or (B) any applicable Bermuda law.

(xi) The statements in the Offering Memorandum (including the documents incorporated by reference) under the captions "Business--Regulation--Bermuda" and "Certain Bermuda Law Considerations," to the extent that such statements constitute matters of law, summaries of legal matters, documents or proceedings, or legal conclusions, have been reviewed by such counsel and are correct in all material respects.

(4) The opinion, dated as of Closing Time, of Emmet, Marvin & Martin, LLP, counsel to the Property Trustee, in form and substance reasonably satisfactory to counsel to the Initial Purchasers.

(5) The opinion, dated as of Closing Time, of Simpson Thacher & Bartlett, counsel for the Initial Purchasers, with respect to such matters as the Initial Purchasers shall reasonably request. In rendering its opinion above concerning matters governed by the laws of Bermuda and Delaware, Simpson Thacher & Bartlett may rely on the opinions of Conyers, Dill & Pearman and Morris, Nichols, Arsht & Tunnell, respectively.

(6) Willkie Farr & Gallagher and Simpson Thacher & Bartlett shall each additionally state, in their respective opinions, that although such counsel has not undertaken to determine independently and, therefore, does not assume any responsibility, explicitly or implicitly, for the accuracy, completeness or fairness of the statements contained in the Offering Memorandum and takes no responsibility therefor, such counsel has participated in discussions and meetings with officers and other representatives of the Offerors and discussions with the auditors for the Offerors in connection with the preparation of the Offering Memorandum. Each such counsel shall state that nothing has come to such counsel's attention that has

caused such counsel to believe that the Offering Memorandum, at Closing Time, contained any untrue statement of a material fact or omitted 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, it being understood that in each case such counsel need not express any belief with respect to the financial statements and notes thereto and the related schedules and other statistical and financial data and information contained in the Offering Memorandum.

(b) At the Closing Time there shall not have been, since the date hereof or since the respective dates as of which information is given in the Offering Memorandum, any material adverse change in the financial condition, earnings, business or prospects of the Trust, or Company and the Subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Initial Purchasers shall have received a certificate of the President or a Senior Vice President of the Company, and a certificate of an Administrative Trustee of the Trust, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties of the Offerors set forth in Section 1(a) are true and correct with the same force and effect as though expressly made at and as of Closing Time, (iii) the Offerors have complied with all agreements and satisfied all conditions on their part to be performed or satisfied at or prior to Closing Time and (iv) no default exists in the due performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other instrument on their part to be performed or satisfied at or prior to the Closing Time.

(c) At the time of the execution of this Agreement, the Initial Purchasers shall have received from Ernst & Young a letter dated such date, in form and substance reasonably satisfactory to the Initial Purchasers, together with signed or reproduced copies of such letter for each of the other Initial Purchasers, containing statements and information of the type ordinarily included in accountants' "comfort letters" to initial purchasers in similar transactions with respect to the financial statements and certain financial information contained or incorporated by reference in the Offering Memorandum.

(d) At the Closing Time, the Initial Purchasers shall have received from Ernst & Young a letter, dated as of Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (d) of this Section, except that the specified date referred to shall be a date not more than three days prior to Closing Time.

(e) At the Closing Time, the Series A Capital Securities shall be rated at least "baa3" by Moody's Investor's Service, Inc. and BBB by Standard & Poor's Ratings Services, and the Trust shall have delivered to the Initial Purchasers a letter dated the Closing Time, from each such rating agency, or other evidence satisfactory to the Initial Purchasers, confirming that the Series A Capital Securities have such ratings; and between the date of this Agreement and the Closing Time, there shall not have occurred a downgrading in the rating assigned to the Series A Capital Securities by any nationally

recognized statistical rating organization, and no such organization shall have publicly announced that it has under surveillance or review its rating of the Series A Capital Securities.

(f) At the Closing Time, counsel for the Initial Purchasers shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the sale of the Series A Securities as herein contemplated and related proceedings, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained. All proceedings taken by the Offerors in connection with the sale of the Series A Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Initial Purchasers and counsel for the Initial Purchasers.

If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Initial Purchasers by notice to the Company at any time at or prior to Closing Time, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 7, 8 and 9 shall survive any such termination and remain in full force and effect.

6. SUBSEQUENT OFFERS AND SALES OF THE
DESIGNATED SECURITIES.

(a) Offer and Sale Procedures. Each of the Initial Purchasers and the Offerors hereby establish and agree to observe the following procedures in connection with the offer and sale of the Designated Securities:

(i) Offers and Sales Only to Institutional Accredited

Investors, Qualified Institutional Buyers and Non-U.S. Persons. Offers and

sales of the Designated Securities will be made only by the Initial Purchasers or Affiliates thereof qualified to do so in the jurisdictions in which such offers or sales are made. Each such offer or sale shall only be made (A) to persons whom the offeror or seller reasonably believes to be qualified institutional buyers (as defined in Rule 144A under the 1933 Act) ("Qualified Institutional Buyers"), or (B) to a limited number of other institutional accredited investors (as such term is defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D) that the offeror or seller reasonably believes to be and, with respect to sales and deliveries, that are accredited investors ("Institutional Accredited Investors"), or (C) non-U.S. persons outside the United States to whom the Initial Purchasers reasonably believe offers and sales of the Designated Securities may be made in reliance on Regulation S.

(ii) No General Solicitation or Public Offering. The Designated

Securities will be offered by approaching prospective Subsequent Purchasers on an individual basis. No offers or sales of the Designated Securities shall be made by means of any form of general solicitation or general advertising (within the meaning of Rule 502(c) under the 1933 Act) in the United States or in any manner involving a public offering (within the

meaning of Section 4(2) of the 1933 Act) in connection with the offering of the Designated Securities.

(iii) Purchases by Non-Bank Fiduciaries. In the case of a non-

bank Subsequent Purchaser of a Designated Security acting as a fiduciary for one or more third parties, in connection with an offer and sale to such purchaser pursuant to clause (a) above, each third party shall, in the judgment of the applicable Initial Purchaser, be an Institutional Accredited Investor or a Qualified Institutional Buyer or a non-U.S. person outside the United States.

(iv) Subsequent Purchaser Notification. Each Initial Purchaser

will take reasonable steps to inform, and cause each of its U.S. Affiliates to take reasonable steps to inform, persons acquiring Designated Securities from such Initial Purchaser or affiliate, as the case may be, in the United States that the Designated Securities (A) have not been and will not be registered under the 1933 Act, (B) are being sold to them without registration under the 1933 Act in reliance on Rule 144A or in accordance with another exemption from registration under the 1933 Act, as the case may be, and (C) may not be offered, sold or otherwise transferred except (1) to the Company, (2) outside the United States in accordance with Regulation S, or (3) inside the United States in accordance with (x) Rule 144A to a person whom the seller reasonably believes is a Qualified Institutional Buyer that is purchasing such Securities for its own account or for the account of a Qualified Institutional Buyer to whom notice is given that the offer, sale or transfer is being made in reliance on Rule 144A or (y) an exemption from registration under the 1933 Act (including the exemption provided by Rule 144), if available.

(v) Minimum Amount. No sale of the Designated Securities to

any one Subsequent Purchaser will be in blocks of less than U.S. \$100,000 liquidation amount.

(vi) Restrictions on Transfer. The transfer restrictions and

the other provisions of the Declaration, including the applicable legend required thereby, shall apply to the Designated Securities except as otherwise agreed by the Offerors and the Initial Purchasers. Following the sale of the Designated Securities by the Initial Purchasers to Subsequent Purchasers pursuant to the terms hereof, the Initial Purchasers shall not be liable or responsible to the Offerors for any losses, damages or liabilities suffered or incurred by the Offerors, including any losses, damages or liabilities under the 1933 Act, arising from or relating to any resale or transfer of any Designated Security.

(vii) Delivery of Offering Memorandum. Each Initial Purchaser

will deliver to each purchaser of the Designated Securities from such Initial Purchaser, in connection with its original distribution of the Designated Securities, a copy of the Offering Memorandum, as amended and supplemented at the date of such delivery.

(b) Covenants of the Offerors. Each of the Offerors, jointly and severally, covenant with each Initial Purchaser as follows:

(i) Due Diligence. In connection with the original

distribution of the Designated Securities, the Offerors agree that, prior to any offer or sale of the Designated Securities by the Initial Purchasers, the Initial Purchasers and counsel for the Initial Purchasers shall have the right to make reasonable inquiries into the business of the Trust, the Company and its subsidiaries. The Offerors also agree to provide answers to each prospective Subsequent Purchaser of Designated Securities who so requests concerning the Trust, the Company and the Subsidiaries (to the extent that such information is available or can be acquired and made available to prospective Subsequent Purchasers without unreasonable effort or expense and to the extent the provision thereof is not prohibited by applicable law) and the terms and conditions of the offering of the Securities, as provided in the Offering Memorandum.

(ii) Integration. The Offerors agree that they will not and

will cause their Affiliates not to make any offer or sale of securities of the Offerors of any class if, as a result of the doctrine of "integration" referred to in Rule 502 under the 1933 Act, such offer or sale would render invalid (for the purpose of (i) the sale of the Designated Securities by the Trust to the Initial Purchasers, (ii) the resale of the Designated Securities by the Initial Purchasers to Subsequent Purchasers or (iii) the resale of the Designated Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the 1933 Act provided by Section 4(2) thereof or by Rule 144A thereunder or otherwise.

(iii) Rule 144A Information. The Company agrees that, in order

to render the Designated Securities eligible for resale pursuant to Rule 144A under the 1933 Act, while any of the Designated Securities remain outstanding, the Company will make available, upon request, to any holder of Designated Securities or prospective purchasers of Designated Securities the information specified in Rule 144A(d)(4), unless such information is furnished to the Commission pursuant to Section 13 or 15(d) of the 1934 Act (such information, whether made available to holders or prospective purchasers or furnished to the Commission, is herein referred to as "Additional Information").

(iv) Restriction on Repurchases. Until the expiration of three

years (or such shorter period as may hereafter be referred to in Rule 144(k) (or similar successor rule)) after the original issuance of the Designated Securities, the Offerors will not, and will cause their Affiliates not to, purchase or agree to purchase or otherwise acquire any Designated Securities which are "restricted securities" (as such term is defined under Rule 144(a)(3) under the 1933 Act), whether as beneficial owner or otherwise unless, immediately upon any such purchase, the Offerors or any Affiliate shall submit such Securities to the Trustee for cancellation.

(c) Resale Pursuant to Rule 903 of Regulation S or Rule 144A. Each Initial Purchaser understands that the Designated Securities have not been and will not be registered under the 1933 Act and may not be offered or sold within the United States or to, or for the

account or benefit of, U.S. persons except in accordance with Regulation S under the 1933 Act or pursuant to an exemption from the registration requirements of the 1933 Act. Each Initial Purchaser represents and agrees, that, except as permitted below, it has offered and sold Designated Securities and will offer and sell Designated Securities (i) as part of its distribution at any time and (ii) otherwise until forty days after the later of the date upon which the offering of the Designated Securities commences and the Closing Time, only in accordance with Rule 903 of Regulation S or Rule 144A under the 1933 Act or to Institutional Accredited Investors. Accordingly, neither the Initial Purchasers and their affiliates nor any persons acting on their behalf have engaged or will engage in any directed selling efforts with respect to Designated Securities, and the Initial Purchasers, their affiliates and any person acting on their behalf have complied and will comply with the offering restriction requirements of Regulation S. Each Initial Purchaser agrees that, at or prior to confirmation of a sale of Designated Securities (other than a sale of Designated Securities pursuant to Rule 144A or to Institutional Accredited Investors), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Securities from it or through it during the restricted period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the United States Securities Act of 1933 (the "Securities Act") and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons (i) as part of their distribution at any time and (ii) otherwise until forty days after the later of the date upon which the offering of the Securities commenced and the date of closing, except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meanings given to them by Regulation S.

Each Initial Purchaser severally represents and agrees that it has not entered and will not enter into any contractual arrangements with respect to the distribution of the Designated Securities, except with its affiliates that are Qualified Institutional Buyers or with the prior written consent of the Offerors.

(d) Compliance with United Kingdom Law. Each Initial Purchaser represents and agrees that (i) it has not offered or sold and, prior to the expiry of the period of six months from the date hereof, will not offer or sell any Designated Securities to persons or invite any person to purchase any Designated Securities in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995; (ii) it has complied and will comply with all applicable provisions of the Financial Services Act 1986 with respect to anything done by it in relation to any Designated Securities in, from or otherwise involving the United Kingdom; and (iii) it has only issued or passed on and will only issue or pass on in the United Kingdom any document received by it in connection with the issue of the Designated Securities to a person who

is of a kind described in Article 11(3) of the Financial Services Act 1986 (Investment Advertisements) (Exemptions) Order 1995 or is a person to whom such document may otherwise lawfully be issued or passed on.

(e) Compliance with Other Laws. Each Initial Purchaser acknowledges that no action has been taken to permit a public offering of the Designated Securities in any jurisdiction where action would be required for such purpose. Each Initial Purchaser agrees that it will not offer or sell any Designated Securities in any jurisdiction except under circumstances that will result in compliance with all applicable laws thereof.

7. INDEMNIFICATION.

(a) The Offerors, severally and not jointly, agree to indemnify and hold harmless each Initial Purchaser and each person, if any, who controls any Initial Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, and each officer and director of each Initial Purchaser and of any such controlling person to the extent and in the manner set forth in clauses (i), (ii) and (iii) below:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Offering Memorandum, including all documents incorporated therein by reference, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that such settlement is effected with the written consent of the Offerors; and

(iii) against any and all expense whatsoever, as incurred (including, subject to Section 7(d) hereof, the reasonable fees and disbursements of counsel chosen by Merrill Lynch), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above, and such expenses shall be reimbursed as such expenses are incurred upon requests from the Initial Purchasers from time to time;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished

to the Company by any Initial Purchaser through Merrill Lynch expressly for use in the Offering Memorandum (or any amendment or supplement thereto); and provided, further, that the foregoing indemnity with respect to any untrue statement contained in or omission from the Offering Memorandum shall not inure to the benefit of any Initial Purchaser (or any person controlling such Initial Purchaser) from whom the person asserting any such loss, liability, claim, damage or expense purchased any of the Designated Securities (i) if a copy of the Offering Memorandum (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto in compliance with Section 3(b) of this Agreement) was not sent or given by or on behalf of such Initial Purchaser to such person, if such is required by law, at or prior to the written confirmation of the sale of such Designated Securities to such person and (ii) if the Offering Memorandum (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

(b) Each Initial Purchaser severally agrees to indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) or (b) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Offering Memorandum (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by such Initial Purchaser through Merrill Lynch, expressly for use in the Offering Memorandum (or any amendment or supplement thereto).

(c) Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 7(a) above, counsel to the indemnified parties shall be selected by Merrill Lynch, and, in the case of parties indemnified pursuant to Section 7(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall any indemnifying party be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from its own counsel for all indemnified parties not having actual or potential differing interests with it or among any other indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 7 or Section 8 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement,

compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

8. CONTRIBUTION.

If the indemnification provided for in Section 6 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of losses, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Offerors on the one hand and the Initial Purchasers on the other hand from the offering of the Designated Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Offerors on the one hand and of the Initial Purchasers on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Offerors on the one hand and the Initial Purchasers on the other hand in connection with the offering of the Designated Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Designated Securities pursuant to this Agreement (before deducting expenses) received by the Trust and the total commission received by the Initial Purchasers, in each case as set forth on the cover of the Offering Memorandum, bear to the aggregate initial offering price of the Designated Securities as set forth on such cover.

The relative fault of the Offerors on the one hand and the Initial Purchasers on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Offerors on the one hand or by the Initial Purchasers on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Offerors and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 8 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency

or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 8, no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Designated Securities purchased by it were resold exceeds the amount of any damages which such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Initial Purchasers' obligations in this Section 8 to contribute are several in proportion to their respective purchase obligations and not joint.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 8, (a) each person, if any, who controls an Initial Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Initial Purchaser, (b) each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company and (c) each person who controls the Trust within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Trust. The Initial Purchasers' respective obligations to contribute pursuant to this Section 8 are several in proportion to the number of Designated Securities set forth opposite their respective names in Schedule A hereto and not joint.

9. REPRESENTATIONS, WARRANTIES AND AGREEMENTS
TO SURVIVE DELIVERY.

All representations, warranties and agreements contained in this Agreement, or contained in certificates of officers of the Offerors submitted pursuant hereto, shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Initial Purchaser or controlling person, or by or on behalf of the Offerors, and shall survive delivery of the Designated Securities to the Initial Purchasers.

10. TERMINATION OF AGREEMENT.

(a) The Initial Purchasers may terminate this Agreement, by notice to the Company, at any time at or prior to Closing Time (i) if there has been, since the date of this Agreement or since the respective dates as of which information is given in the Offering Memorandum, any material adverse change in the financial condition, earnings, business or prospects of the Company and its Subsidiaries considered as one enterprise or the Trust, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or in the international financial markets, or any outbreak of hostilities or escalation of existing hostilities or other calamity or crisis, in each case the effect of which is such as to make it, in the judgment of the Initial Purchasers,

impracticable to market the Designated Securities or to enforce contracts for the sale of the Designated Securities or (iii) if trading in any securities of the Company has been suspended or limited by the Commission, or if trading generally on either The New York Stock Exchange, Inc. or the NASDAQ National Market system has been suspended, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, by either of such exchanges or by order of the Commission or any other governmental authority, or (iv) if a banking moratorium has been declared by federal or New York authorities or (v) if there has occurred any change or development involving a prospective change in national or international political, financial or economic condition, which in the reasonable opinion of the Initial Purchasers, is likely to have a material adverse effect on the market for the Designated Securities.

(b) If this Agreement is terminated pursuant to this Section 10, such termination shall be without liability of any party to any other party except as provided in Sections 4, 7 and 8 and, to the extent relevant to the survival of Sections 7 and 8, Section 1.

(c) This Agreement may also terminate pursuant to the provisions of Section 2, with the effect stated in such Section.

11. DEFAULT BY ONE OR MORE OF THE INITIAL PURCHASERS.

If one or more of the Initial Purchasers shall fail at Closing Time to purchase the Designated Securities which it or they are obligated to purchase under this Agreement (the "Defaulted Securities"), the Initial Purchasers shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Initial Purchasers, or any other purchasers, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth. If, however, the Initial Purchasers shall not have completed such arrangements within such 24-hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the number of Designated Securities to be purchased on such date, each of the non-defaulting Initial Purchasers shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Initial Purchasers; or

(b) if the number of Defaulted Securities exceeds 10% of the number of Designated Securities to be purchased on such date, this Agreement shall terminate without liability on the part of any non-defaulting Initial Purchaser.

No action taken pursuant to this Section shall relieve any defaulting Initial Purchaser from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, the Initial Purchasers or the Offerors shall have the right to postpone Closing Time for a period not exceeding seven days in order to effect any required changes in the Offering Memorandum or in any other documents or arrangements.

12. NOTICES.

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Initial Purchasers shall be directed in care of Merrill Lynch at Merrill Lynch World Headquarters, North Tower, World Financial Center, New York, New York 10281-1305, attention of David Webb, Managing Director, telecopy number (212) 449-9021, with a copy to Simpson Thacher & Bartlett, 425 Lexington Avenue, New York, New York 10017, attention of Peter J. Gordon, Esq., telecopy number (212) 455-2502; notices to the Offerors shall be directed to them at Renaissance House, 8-12 East Broadway, Pembroke HM 19 Bermuda, attention of Keith S. Hynes, telecopy number (441) 292-9453, with a copy to Willkie Farr & Gallagher, 153 East 53rd Street, New York, New York 10022, attention of John S. D'Alimonte, Esq., telecopy number (212) 821-8111.

13. PARTIES.

This Agreement shall inure to the benefit of and be binding upon the Initial Purchasers, the Company, the Trust and their respective successors. Nothing expressed or implied in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Initial Purchasers, the Company, the Trust and their respective successors, and the controlling persons, officers and directors referred to in Sections 7 and 8 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Initial Purchasers, the Company, the Trust and their respective successors, and such controlling persons, officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Designated Securities from any Initial Purchaser shall be deemed to be a successor by reason merely of such purchase.

14. GOVERNING LAW AND TIME.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAWS. Specified times of day refer to New York City time. As used herein, the term "business day" means any day on which The New York Stock Exchange, Inc. is regularly open for business.

15. CONSENT TO JURISDICTION.

With respect to any suit, action or proceeding against it arising out of or relating to this Agreement, each of the Offerors irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Courts in each case located in the Borough of Manhattan, City and State of New York. In addition, each such party irrevocably waives any objection which it may now or hereafter have to the laying of venue of such suit, action or proceeding brought in any such court and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

For purposes of any such suit, action or proceeding brought in any of the foregoing courts, each of the Offerors agrees to maintain an agent for service of process in the Borough of Manhattan, City and State of New York, at all times while any Designated Securities shall be outstanding, and for that purpose each of the Offerors hereby irrevocably designates CT Corporation System, whose office address at the date hereof is 1633 Broadway, 30th Floor, New York, New York, 10019, to receive for and on its behalf service of process in New York. In the event that any such agent for service of process resigns or ceases to serve as the agent of any such party hereunder, each of the Offerors agrees to give notice as provided in Section 12 herein of the name and address of any new agent for service of process with respect to it appointed hereunder.

If, despite the foregoing, in any such suit, action or proceeding brought in any of the aforesaid courts, there is for any reason no such agent for service of process of the Company available to be served, then to the extent that service of process by mail shall then be permitted by applicable law, the Company further irrevocably consents to the service of process on it in any such suit, action or proceeding in any such court by the mailing thereof by registered or certified mail, postage prepaid, to it at its address given in or pursuant to Section 12 hereof.

Nothing herein contained shall preclude any party from effecting service of process in any lawful manner or from bringing any suit, action or proceeding in respect of this Agreement in any other state, country or place.

16. COUNTERPARTS.

This Agreement may be executed in one or more counterparts and, when a counterpart has been executed by each party hereto, all such counterparts taken together shall constitute one and the same agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Initial Purchasers, the Company and the Trust in accordance with its terms.

Very truly yours,

RENAISSANCERE HOLDINGS LTD.

By: /s/ John D. Nichols, Jr.

Name: John D. Nichols, Jr.

Title: Vice President and Secretary

RENAISSANCERE CAPITAL TRUST

By: /s/ John D. Nichols, Jr.

Name: John D. Nichols, Jr.

Title: Vice President and Secretary

Confirmed and Accepted,
as of the date first above written:

MERRILL LYNCH & CO.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Salomon Brothers Inc

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
 INCORPORATED

By: /s/ Eric Heaton

Authorized Signatory

For itself and on behalf of the other Initial Purchasers
named in Schedule A hereto.

Schedule A

Initial Purchasers	Number of Designated Securities

Merrill Lynch, Pierce, Fenner & Smith Incorporated.....	50,000
Salomon Brothers Inc.....	50,000

Total.....	100,000
	=====

AMENDED AND RESTATED DECLARATION

OF TRUST

RENAISSANCERE CAPITAL TRUST

dated as of March 7, 1997

TABLE OF CONTENTS

	Page

ARTICLE I. INTERPRETATION AND DEFINITIONS.....	1
SECTION 1.1. Definitions.....	1
ARTICLE II. TRUST INDENTURE ACT.....	9
SECTION 2.1. Trust Indenture Act; Application.....	9
SECTION 2.2. Lists of Holders of Securities.....	10
SECTION 2.3. Reports by the Property Trustee.....	10
SECTION 2.4. Periodic Reports to Property Trustee.....	10
SECTION 2.5. Evidence of Compliance with Conditions Precedent.....	11
SECTION 2.6. Events of Default; Waiver.....	11
SECTION 2.7. Event of Default; Notice.....	13
ARTICLE III. ORGANIZATION.....	13
SECTION 3.1. Name.....	13
SECTION 3.2. Office.....	13
SECTION 3.3. Purpose.....	14
SECTION 3.4. Authority.....	14
SECTION 3.5. Title to Property of the Trust.....	14
SECTION 3.6. Powers and Duties of the Administrative Trustees.....	14
SECTION 3.7. Prohibition of Actions by the Trust and the Trustees.....	18
SECTION 3.8. Powers and Duties of the Property Trustee.....	18
SECTION 3.9. Certain Duties and Responsibilities of the Property Trustee.....	21
SECTION 3.10. Certain Rights of Property Trustee.....	23
SECTION 3.11. Delaware Trustee.....	25
SECTION 3.12. Execution of Documents.....	26
SECTION 3.13. Not Responsible for Recitals or Issuance of Securities.....	26
SECTION 3.14. Duration of Trust.....	26
SECTION 3.15. Mergers.....	26
ARTICLE IV. SPONSOR.....	28
SECTION 4.1. Sponsor's Purchase of Common Securities.....	28
SECTION 4.2. Responsibilities of the Sponsor.....	28
SECTION 4.3. Right to Proceed.....	29
ARTICLE V. TRUSTEES.....	29
SECTION 5.1. Number of Trustees; Appointment of Co-Trustee.....	29
SECTION 5.2. Delaware Trustee.....	30
SECTION 5.3. Property Trustee; Eligibility.....	30
SECTION 5.4. Certain Qualifications of Administrative Trustees and Delaware Trustee Generally.....	31
SECTION 5.5. Administrative Trustees.....	31

SECTION 5.6.	Delaware Trustee.....	32
SECTION 5.7.	Appointment, Removal and Resignation of Trustees.....	32
SECTION 5.8.	Vacancies among Trustees.....	34
SECTION 5.9.	Effect of Vacancies.....	34
SECTION 5.10.	Meetings.....	34
SECTION 5.11.	Delegation of Power.....	35
SECTION 5.12.	Merger, Conversion, Consolidation or Succession to Business.....	35
ARTICLE VI.	DISTRIBUTIONS.....	35
SECTION 6.1.	Distributions.....	35
ARTICLE VII.	ISSUANCE OF SECURITIES.....	36
SECTION 7.1.	General Provisions Regarding Securities.....	36
SECTION 7.2.	Execution and Authentication.....	36
SECTION 7.3.	Form and Dating.....	37
SECTION 7.4.	Registrar and Paying Agent.....	42
SECTION 7.5.	Paying Agent to Hold Money in Trust.....	42
SECTION 7.6.	Replacement Securities.....	43
SECTION 7.7.	Outstanding Capital Securities.....	43
SECTION 7.8.	Capital Securities in Treasury.....	43
SECTION 7.9.	Temporary Securities.....	44
SECTION 7.10.	Cancellation.....	44
SECTION 7.11.	CUSIP Numbers.....	44
ARTICLE VIII.	DISSOLUTION OF TRUST.....	45
SECTION 8.1.	Dissolution of Trust.....	45
ARTICLE IX.	TRANSFER OF INTERESTS.....	46
SECTION 9.1.	Transfer of Securities.....	46
SECTION 9.2.	Transfer Procedures and Restrictions.....	47
SECTION 9.3.	Deemed Security Holders.....	56
SECTION 9.4.	Book Entry Interests.....	56
SECTION 9.5.	Notices to Clearing Agency.....	57
SECTION 9.6.	Appointment of Successor Clearing Agency.....	57
ARTICLE X.	LIMITATION OF LIABILITY OF HOLDERS OF SECURITIES, TRUSTEES OR OTHERS.....	57
SECTION 10.1.	Liability.....	57
SECTION 10.2.	Exculpation.....	58
SECTION 10.3.	Fiduciary Duty.....	58
SECTION 10.4.	Indemnification.....	59
SECTION 10.5.	Outside Businesses.....	63
ARTICLE XI.	ACCOUNTING.....	64
SECTION 11.1.	Fiscal Year.....	64
SECTION 11.2.	Certain Accounting Matters.....	64
SECTION 11.3.	Banking.....	64
SECTION 11.4.	Withholding.....	65

ARTICLE XII. AMENDMENTS AND MEETINGS.....	65
SECTION 12.1. Amendments.....	65
SECTION 12.2. Meetings of the Holders of Securities; Action by Written Consent.....	67
ARTICLE XIII. REPRESENTATIONS OF PROPERTY TRUSTEE AND DELAWARE TRUSTEE.....	69
SECTION 13.1. Representations and Warranties of Property Trustee.....	69
SECTION 13.2. Representations and Warranties of Delaware Trustee.....	70
ARTICLE XIV. REGISTRATION RIGHTS.....	71
Section 14.1. Registration Rights Agreement; Liquidated Damages.....	71
ARTICLE XV. MISCELLANEOUS.....	71
SECTION 15.1. Notices.....	71
SECTION 15.2. Governing Law.....	72
SECTION 15.3. Intention of the Parties.....	72
SECTION 15.4. Headings.....	72
SECTION 15.5. Successors and Assigns.....	73
SECTION 15.6. Partial Enforceability.....	73
SECTION 15.7. Counterparts.....	73
ANNEX I: TERMS OF SECURITIES	
EXHIBIT A-1: FORM OF CAPITAL SECURITIES	
EXHIBIT A-2: FORM OF COMMON SECURITIES	
EXHIBIT B-1: FORM OF NON-U.S. CERTIFICATE	
EXHIBIT B-2: FORM OF REGULATION S CERTIFICATE	

AMENDED AND RESTATED DECLARATION OF TRUST ("Trust Agreement") dated and effective as of March 7, 1997, by the Trustees (as defined herein) and the Sponsor (as defined herein);

WHEREAS, the Trustees and the Sponsor established RenaissanceRe Capital Trust (the "Trust"), a statutory business trust formed under the Business Trust Act (as defined herein) pursuant to a Declaration of Trust dated as of February 25, 1997 (the "Original Declaration"), and a Certificate of Trust filed with the Secretary of State of the State of Delaware on February 25, 1997;

WHEREAS, as of the date hereof, no interests in the Trust have been issued;

WHEREAS, all of the Trustees and the Sponsor, by this Trust Agreement, amend and restate each and every term and provision of the Original Declaration; and

NOW, THEREFORE, it being the intention of the parties hereto to continue the Trust as a business trust under the Business Trust Act and that this Trust Agreement constitute the governing instrument of such business trust, the Trustees declare that all assets contributed to the Trust will be held in trust for the benefit of the holders, from time to time, of the securities representing undivided beneficial interests in the assets of the Trust issued hereunder, subject to the provisions of this Trust Agreement.

ARTICLE I.
INTERPRETATION AND DEFINITIONS

SECTION 1.1. Definitions.

Unless the context otherwise requires:

(a) Capitalized terms used in this Trust Agreement but not defined in the preamble above or elsewhere herein have the respective meanings assigned to them in this Section 1.1;

(b) a term defined anywhere in this Trust Agreement has the same meaning throughout;

(c) all references to "the Trust Agreement" or "this Trust Agreement" are to this Trust Agreement (including Annex A hereto and Exhibit A hereto) as modified, supplemented or amended from time to time;

(d) all references in this Trust Agreement to Articles and Sections and Annexes and Exhibits are to Articles and Sections of and Annexes and Exhibits to this Trust Agreement unless otherwise specified;

(e) a term defined in the Trust Indenture Act has the same meaning when used in this Trust Agreement unless otherwise defined in this Trust Agreement or the context otherwise requires; and

(f) a term defined in the Indenture (as defined below) has the same meaning when used in this Trust Agreement unless otherwise defined in this Trust Agreement or the context otherwise requires;

(g) a reference to the singular includes the plural and vice versa.

"Administrative Trustee" has the meaning set forth in Section 5.1.

"Affiliate" has the same meaning as given to that term in Rule

405 under the Securities Act or any successor rule thereunder.

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

"Authorized Officer" of a Person means any other Person that is

duly authorized to legally bind such former Person.

"Beneficial Owner" means, with respect to a Book Entry Interest,

a Person who is the beneficial owner of such Book Entry Interest, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a Participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"Book Entry Interest" means a beneficial interest in a Global

Capital Security registered in the name of a Clearing Agency or its nominee, ownership of which shall be maintained and transfers of which shall be made through book entries by a Clearing Agency as described in Section 9.4.

"Business Day" means any day other than a Saturday or a Sunday or

a day on which banking institutions in The City of New York, New York are authorized or required by law or executive order to close.

"Business Trust Act" means Chapter 38 of Title 12 of the Delaware

Code, 12 Del. Code (S) 3801 et seq., as it may be amended from time to time or any successor legislation.

"Capital Securities" means the Series A Capital Securities and/or

the Series B Capital Securities, as appropriate.

"Capital Securities Guarantee" means the guarantee agreement

dated as of March 7, 1997 of the Sponsor in respect of the Capital Securities.

"Cedel" means Cedel, S.A.

"Clearing Agency" means an organization registered as a "Clearing

Agency" pursuant to Section 17A of the Exchange Act that is acting as
depository for the Capital Securities and in whose name or in the name of a
nominee of that organization shall be registered a Global Certificate and
which shall undertake to effect book entry transfers and pledges of the
Capital Securities.

"Closing Time" means the "Closing Time" under the Purchase

Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from

time to time, or any successor legislation.

"Commission" means the United States Securities and Exchange

Commission as from time to time constituted, or if at any time after the
execution of this Trust Agreement such Commission is not existing and
performing the duties now assigned to it under applicable Federal securities
laws, then the body performing such duties at such time.

"Common Securities" has the meaning specified in Section 7.1(a).

"Common Securities Guarantee" means the guarantee agreement dated

as of March 7, 1997 of the Sponsor in respect of the Common Securities.

"Company Indemnified Person" means (a) any Administrative

Trustee; (b) any Affiliate of any Administrative Trustee; (c) any officers,
directors, shareholders, members, partners, employees, representatives or
agents of any Administrative Trustee; or (d) any officer, employee or agent
of the Trust or its Affiliates.

"Corporate Trust Office" means the office of the Property Trustee

at which the corporate trust business of the Property Trustee shall, at any
particular time, be principally administered, which office at the date of
execution of this Agreement is located at 101 Barclay Street, 21-W, New York,
NY 10286, Attention: Corporate Trust Administration.

"Covered Person" means: (a) any officer, director, shareholder,

partner, member, representative, employee or agent of (i) the Trust or (ii)
the Trust's Affiliates; and (b) any Holders of Securities.

"Debenture Issuer" means RenaissanceRe Holdings Ltd., a Bermuda

company, or any successor entity resulting from any consolidation,
amalgamation, merger or other business combination, in its capacity as issuer
of the Debentures under the Indenture.

"Debenture Trustee" means The Bank of New York, a New York

banking corporation, as trustee under the Indenture until a successor is
appointed thereunder, and thereafter means such successor trustee.

"Debentures" means the 8.54% Junior Subordinated Deferrable

Interest Debentures due March 1, 2027 of the Debenture Issuer issued pursuant
to the Indenture (including, as applicable, those Debentures issued upon
consummation of the Exchange Offer).

"Definitive Capital Securities" shall have the meaning set forth

in Section 7.3(c).

"Delaware Trustee" has the meaning set forth in Section 5.2.

"Direct Action" shall have the meaning set forth in Section

3.8(e).

"Distribution" means a distribution payable to Holders of

Securities in accordance with Section 6.1.

"DTC" means The Depository Trust Company, the initial Clearing

Agency.

"Euroclear" means the Euroclear System.

"Event of Default" in respect of the Capital Securities means an

Event of Default as defined in the Indenture.

"Exchange Act" means the Securities Exchange Act of 1934, as

amended from time to time, or any successor legislation.

"Exchange Agent" has the meaning set forth in Section 7.4

"Exchange Offer" means the exchange offer (including any private

exchange offer) contemplated in Section 2(a) of the Registration Rights
Agreement.

"Fiduciary Indemnified Person" has the meaning set forth in

Section 10.4(b).

"Global Capital Securities" means the Regulation S Global Capital

Securities, the Rule 144A Global Capital Securities and the Unrestricted
Global Capital Securities.

"Holder" means a Person in whose name a Security is registered,

such Person being a beneficial owner within the meaning of the Business Trust Act.

"Indemnified Person" means a Company Indemnified Person or a

Fiduciary Indemnified Person.

"Indenture" means the Indenture, dated as of March 7, 1997, among

the Debenture Issuer and the Debenture Trustee, as amended or supplemented from time to time.

"Investment Company" means an investment company as defined in

the Investment Company Act.

"Investment Company Act" means the Investment Company Act of

1940, as amended from time to time, or any successor legislation.

"Legal Action" has the meaning set forth in Section 3.6(g).

"Like Amount" has the meaning set forth in Annex I.

"Liquidation Amount" with respect to any Security means the

amount designated as such with respect thereto in Annex I hereto.

"Majority in Liquidation Amount" means, with respect to the Trust

Securities, Holder(s) of outstanding Trust Securities voting together as a single class who are the record owners of more than 50% of the aggregate Liquidation Amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities of the relevant class.

"Maturity" has the meaning specified in the Indenture.

"Offering Memorandum" has the meaning set forth in Section 3.6(b).

"Officers' Certificate" means, with respect to any Person, a

certificate signed by the Chairman, a Vice Chairman, the Chief Executive Officer, the President, a Senior Vice President, a Vice President, or the Secretary or an Assistant Secretary of such Person or in the case of the Trust, an Administrative Trustee. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Trust Agreement shall include:

(a) a statement that each officer signing the Certificate has read the covenant or condition and the definitions relating thereto;

(b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Certificate;

(c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer 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, in the opinion of each such officer, such condition or covenant has been complied with.

"Opinion of Counsel" shall mean a written opinion of counsel, who

may be an employee of the Sponsor, and who shall be acceptable to the Property Trustee, which acceptance shall not be unreasonably withheld.

"Participants" has the meaning set forth in Section 7.3(b).

"Paying Agent" has the meaning specified in Section 7.4.

"Person" means a legal person, including any individual,

corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Property Trustee" has the meaning set forth in Section 5.3(a).

"Property Trustee Account" has the meaning set forth in

Section 3.8(c).

"Purchase Agreement" means the Purchase Agreement for the initial

offering and sale of Capital Securities.

"QIBs" shall mean qualified institutional buyers as defined in

Rule 144A.

"Quorum" means a majority of the Administrative Trustees or, if

there are only two Administrative Trustees, both of them.

"Registrar" has the meaning set forth in Section 7.4.

"Registration Rights Agreement" means the Registration Rights

Agreement, dated as of the Closing Date, by and among the Sponsor, the Trust and the initial purchasers named therein, as such agreement may be amended, modified or supplemented from time to time.

"Regulation S" means Regulation S under the Securities Act, as

such regulation may be amended from time to time, or any similar rule or
regulation hereafter adopted by the Commission.

"Regulation S Global Capital Security" has the meaning set forth

in Section 7.3(a).

"Regulation S Permanent Global Capital Security" has the meaning

specified in Section 7.3(d).

"Regulation S Temporary Global Capital Security" has the meaning

specified in Section 7.3(d).

"Related Party" means, with respect to the Sponsor, any direct or

indirect wholly owned subsidiary of the Sponsor or any other Person that
owns, directly or indirectly, 100% of the outstanding voting securities of
the Sponsor.

"Release Date" shall have the meaning set forth in Section 7.3(d).

"Responsible Officer" means, with respect to the Property

Trustee, any officer within the Corporate Trust Office of the Property
Trustee, including any vice president, any assistant vice president, any
assistant secretary, the treasurer, any assistant treasurer or other officer
of the Corporate Trust Office of the Property Trustee customarily performing
functions similar to those performed by any of the above designated officers
and also means, with respect to a particular corporate trust matter, any
other officer to whom such matter is referred because of that officer's
knowledge of and familiarity with the particular subject.

"Restricted Capital Security" means a Capital Security required

by Section 9.2 to contain a Restricted Securities Legend.

"Restricted Definitive Capital Securities" has the meaning set

forth in Section 7.3(c).

"Restricted Global Capital Security" has the meaning set forth in

Section 7.3.

"Restricted Period" means the 40-day restricted period running

from the Closing Time through, but not including, the Release Date, as
provided in Regulation S.

"Restricted Securities Legend" has the meaning set forth in

Section 9.2.

"Rule 3a-5" means Rule 3a-5 under the Investment Company Act, or

any successor rule or regulation.

"Rule 144" means Rule 144 under the Securities Act, as such rule

may be amended from time to time, or any similar rule or regulation hereafter
adopted by the Commission.

"Rule 144A" means Rule 144A under the Securities Act, as such

rule may be amended from time to time, or any similar rule or regulation
hereafter adopted by the Commission.

"Rule 144A Global Capital Security" has the meaning set forth in

Section 7.3(a).

"Securities" or "Trust Securities" means the Common Securities

and the Capital Securities (including, as applicable, the Series A Capital
Securities and the Series B Capital Securities).

"Securities Act" means the Securities Act of 1933, as amended

from time to time, or any successor legislation.

"Securities Guarantees" means the Common Securities Guarantee and

the Capital Securities Guarantee.

"Series A Capital Securities" has the meaning specified in

Section 7.1(a).

"Series B Capital Securities" has the meaning specified in

Section 7.1(a).

"Special Event" has the meaning set forth in the Indenture.

"Special Event Redemption" has the meaning set forth in the

Indenture.

"Sponsor" means RenaissanceRe Holdings Ltd., a Bermuda company,

or any successor entity resulting from any merger, consolidation,
amalgamation or other business combination, in its capacity as sponsor of the
Trust.

"Successor Delaware Trustee" has the meaning set forth in Section

5.7(b).

"Successor Entity" has the meaning set forth in Section 3.15(b).

"Successor Property Trustee" has the meaning set forth in Section

5.7(b).

"Successor Securities" has the meaning set forth in Section

3.15(b).

"Super Majority" has the meaning set forth in Section 2.6(a)(ii).

"10% in Liquidation Amount" means, with respect to the Trust

Securities, Holder(s) of outstanding Trust Securities voting together as a single class or, as the context may require, Holders of outstanding Capital Securities or Holders of outstanding Common Securities voting separately as a class, who are the record owners of 10% of the aggregate Liquidation Amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined) of all outstanding Securities of the relevant class.

"Treasury Regulations" means the income tax regulations,

including temporary and proposed regulations, promulgated under the Code by the United States Treasury, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Trustee" or "Trustees" means each Person who has signed this

Trust Agreement as a trustee (including the Property Trustee, the Delaware Trustee and Administrative Trustee), so long as such Person shall continue in office in accordance with the terms hereof, and all other Persons who may from time to time be duly appointed, qualified and serving as Trustees in accordance with the provisions hereof, and references herein to a Trustee or the Trustees shall refer to such Person or Persons solely in their capacity as trustees hereunder.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as

amended from time to time, or any successor legislation.

"Unrestricted Global Capital Security" has the meaning set forth

in Section 9.2(b).

ARTICLE II.

TRUST INDENTURE ACT

SECTION 2.1. Trust Indenture Act; Application.

(a) This Trust Agreement is subject to the provisions of the Trust Indenture Act that are required to be part of this Trust Agreement and shall, to the extent applicable, be governed by such provisions.

(b) The Property Trustee shall be the only Trustee which is a Trustee for the purposes of the Trust Indenture Act.

(c) If and to the extent that any provision of this Trust Agreement limits, qualifies or conflicts with the duties imposed by (S) (S) 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control, except as expressly provided herein.

(d) The application of the Trust Indenture Act to this Trust Agreement shall not affect the nature of the Securities as

equity securities representing undivided beneficial interests in the assets of the Trust.

SECTION 2.2. Lists of Holders of Securities.

(a) Each of the Sponsor and the Administrative Trustees on behalf of the Trust shall provide the Property Trustee, unless the Property Trustee is Registrar for the Securities, with a list (i) within 14 days after each record date for payment of Distributions, in such form as the Property Trustee may reasonably require, of the names and addresses of the Holders of the Securities ("List of Holders") as of such record date, provided that neither the Sponsor nor the Administrative Trustees on behalf of the Trust shall be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Property Trustee by the Sponsor and the Administrative Trustees on behalf of the Trust, and (ii) at any other time, within 30 days of receipt by the Property Trustee of a written request for a List of Holders as of a date no more than 14 days before such List of Holders is given to the Property Trustee. The Property Trustee shall preserve, in as current a form as is reasonably practicable, all information contained in a List of Holders given to it or which it receives in the capacity as Paying Agent (if acting in such capacity), provided that the Property Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Property Trustee shall comply with its obligations under (S) (S) 311(a), 311(b) and 312(b) of the Trust Indenture Act

SECTION 2.3. Reports by the Property Trustee.

Within 60 days after December 15 of each year, commencing December 15, 1997, the Property Trustee shall provide to the Holders of the Capital Securities such reports as are required by (S) 313 of the Trust Indenture Act, if any, in the form and in the manner provided by (S) 313 of the Trust Indenture Act. The Property Trustee shall also comply with the requirements of (S) 313(d) of the Trust Indenture Act.

SECTION 2.4. Periodic Reports to Property Trustee.

Each of the Sponsor and the Administrative Trustees on behalf of the Trust shall provide to the Property Trustee such documents, reports and information as are required by (S) 314 (if any) and the compliance certificate required by (S) 314 of the Trust Indenture Act in the form, in the manner and at the times required by (S) 314 of the Trust Indenture Act.

SECTION 2.5. Evidence of Compliance with Conditions Precedent.

Each of the Sponsor and the Administrative Trustees on behalf of the Trust shall provide to the Property Trustee such evidence of compliance with any conditions precedent provided for in this Trust Agreement that relate to any of the matters set forth in (S) 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to (S) 314(c)(1) of the Trust Indenture Act may be given in the form of an Officers' Certificate.

SECTION 2.6. Events of Default; Waiver.

(a) The Holders of a Majority in Liquidation Amount of Capital Securities may, by vote, on behalf of the Holders of all of the Capital Securities, waive any past Event of Default in respect of the Capital Securities and its consequences, provided that, if the underlying Event of Default under the Indenture:

(i) is not waivable under the Indenture, the Event of Default under this Trust Agreement shall also not be waivable; or

(ii) requires the consent or vote of greater than a majority in aggregate principal amount of the holders of the Debentures (a "Super Majority") to be waived under the Indenture, the Event of Default under this Trust Agreement may only be waived by the vote of the Holders of at least the proportion in aggregate Liquidation Amount of the Capital Securities that the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding.

The foregoing provisions of this Section 2.6(a) shall be in lieu of (S) 316(a)(1)(B) of the Trust Indenture Act and such (S) 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Trust Agreement and the Securities, as permitted by the Trust Indenture Act. Upon such waiver, any such default shall cease to exist, and any Event of Default with respect to the Capital Securities arising therefrom shall be deemed to have been cured, for every purpose of this Trust Agreement, but no such waiver shall extend to any subsequent or other default or an Event of Default with respect to the Capital Securities or impair any right consequent thereon. Any waiver by the Holders of the Capital Securities of an Event of Default with respect to the Capital Securities shall also be deemed to constitute a waiver by the Holders of the Common Securities of any such Event of Default with respect to the Common Securities for all purposes of this Trust Agreement without any further act, vote, or consent of the Holders of the Common Securities.

(b) The Holders of a Majority in Liquidation Amount of the Common Securities may, by vote, on behalf of the Holders of all of the Common Securities, waive any past Event of Default

with respect to the Common Securities and its consequences, provided that, if

----- ----

the underlying Event of Default under the Indenture:

(i) is not waivable under the Indenture, except where the Holders of the Common Securities are deemed to have waived such Event of Default under this Trust Agreement as provided below in this Section 2.6(b), the Event of Default under the Trust Agreement shall also not be waivable; or

(ii) requires the consent or vote of a Super Majority to be waived, except where the Holders of the Common Securities are deemed to have waived such Event of Default under this Trust Agreement as provided below in this Section 2.6(b), the Event of Default under the Trust Agreement may only be waived by the vote of the Holders of at least the proportion in aggregate Liquidation Amount of the Common Securities that the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding;

provided further, each Holder of Common Securities will be deemed to have

- -----

waived any such Event of Default and all Events of Default with respect to the Common Securities and its consequences if all Events of Default with respect to the Capital Securities have been cured, waived or otherwise eliminated, and until such Events of Default have been so cured, waived or otherwise eliminated, the Property Trustee will be deemed to be acting solely on behalf of the Holders of the Capital Securities and only the Holders of the Capital Securities will have the right to direct the Property Trustee in accordance with the terms of the Securities. The foregoing provisions of this Section 2.6(b) shall be in lieu of (S) (S) 316(a) (1) (A) and 316(a) (1) (B) of the Trust Indenture Act and such (S) (S) 316(a) (1) (A) and 316(a) (1) (B) of the Trust Indenture Act are hereby expressly excluded from this Trust Agreement and the Securities, as permitted by the Trust Indenture Act. Subject to the foregoing provisions of this Section 2.6(b), upon such waiver, any such default shall cease to exist and any Event of Default with respect to the Common Securities arising therefrom shall be deemed to have been cured for every purpose of this Trust Agreement, but no such waiver shall extend to any subsequent or other default or Event of Default with respect to the Common Securities or impair any right consequent thereon.

(c) A waiver of an Event of Default under the Indenture by the Property Trustee, at the direction of the Holders of the Debentures, constitutes a waiver of the corresponding Event of Default with respect to the Trust Securities under this Trust Agreement. The foregoing provisions of this Section 2.6(c) shall be in lieu of (S) 316(a) (1) (B) of the Trust Indenture Act and such (S) 316(a) (1) (B) of the Trust Indenture Act is hereby expressly excluded from this Trust

Agreement and the Securities, as permitted by the Trust Indenture Act.

SECTION 2.7. Event of Default; Notice.

(a) The Property Trustee shall, within five days after the occurrence of an Event of Default actually known to the Property Trustee, transmit by mail, first class postage prepaid, to the Holders of the Securities, the Administrative Trustees and the Sponsor, unless such Event of Default has been cured before the giving of such notice; provided that, except for a default in the payment of principal of or premium, if any, or interest on any of the Debentures, the Property Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Property Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Securities.

(b) For purposes of this Section 2.7, the Property Trustee shall not be deemed to have knowledge of any default or Event of Default except:

(i) a default under Sections 5.1(1) and 5.1(2) of the Indenture;
or

(ii) any default as to which the Property Trustee shall have received written notice or of which a Responsible Officer of the Property Trustee charged with the administration of the Trust Agreement shall have actual knowledge.

(c) The Sponsor and the Administrative Trustees shall file annually with the Property Trustee a certification as to whether or not they are in compliance with all the conditions and covenants applicable to them under this Trust Agreement.

ARTICLE III.
ORGANIZATION

SECTION 3.1. Name.

The Trust is named "RenaissanceRe Capital Trust" as such name may be modified from time to time by the Administrative Trustees following written notice to the Holders of Securities. The Trust's activities may be conducted under the name of the Trust or any other name deemed advisable by the Administrative Trustees.

SECTION 3.2. Office.

The address of the principal office of the Trust is c/o The Bank of New York, 101 Barclay Street - 21W, New York, NY 10286, Attention: Corporate Trust Administration, with a copy to RenaissanceRe Holdings Ltd., Renaissance House, 8-12 East

Broadway, Pembroke HM 19 Bermuda. On ten Business Days' prior written notice to the Holders of Securities, the Administrative Trustees may designate another principal office within the United States.

SECTION 3.3. Purpose.

The exclusive purposes and functions of the Trust are (a) to issue and sell Securities (including effecting the Exchange Offer), (b) use the proceeds from the sale of the Securities to acquire the Debentures and (c) except as otherwise limited herein, to engage in only those other activities necessary, advisable or incidental thereto. The Trust shall not borrow money, issue debt or reinvest proceeds derived from investments, mortgage or pledge any of its assets, or otherwise undertake (or permit to be undertaken) any activity that would cause the Trust not to be classified for United States federal income tax purposes as a grantor trust.

SECTION 3.4. Authority.

Subject to the limitations provided in this Trust Agreement and to the specific duties of the Property Trustee, the Administrative Trustees shall have exclusive and complete authority to carry out the purposes of the Trust. An action taken by the Administrative Trustees in accordance with their powers, as set forth in Section 5.5, shall constitute the act of and serve to bind the Trust and an action taken by the Property Trustee on behalf of the Trust in accordance with its powers shall constitute the act of and serve to bind the Trust. In dealing with the Trustees acting on behalf of the Trust, no Person shall be required to inquire into the authority of the Trustees to bind the Trust. Persons dealing with the Trust are entitled to rely conclusively on the power and authority of the Trustees as set forth in this Trust Agreement.

SECTION 3.5. Title to Property of the Trust.

Except as provided in Section 3.8 with respect to the Debentures and the Property Trustee Account or as otherwise provided in this Trust Agreement, legal title to all assets of the Trust shall be vested in the Trust. The Holders shall not have legal title to any part of the assets of the Trust, but shall have an undivided beneficial interest in the assets of the Trust.

SECTION 3.6. Powers and Duties of the Administrative Trustees.

The Administrative Trustees shall have the exclusive power, duty and authority to cause the Trust to engage in the following activities:

(a) to issue and sell the Securities in accordance with this Trust Agreement; provided, however, that (i) the Trust

may issue no more than two series of Capital Securities and no more than one series of Common Securities, (ii) there shall be no interests in the Trust other than the Securities, and (iii) the issuance of Securities shall be limited to: (x) a simultaneous issuance of both Capital Securities and Common Securities at the Closing Time and (y) the issuance of a second series of Capital Securities upon the consummation of the Exchange Offer.

(b) in connection with the issue and sale of the Securities and the consummation of the Exchange Offer, at the direction of the Sponsor, to:

(i) prepare and execute, if necessary, an offering memorandum (the "Offering Memorandum") in preliminary and final form prepared by the Sponsor, in relation to the offering and sale of Capital Securities (x) to QIBS in reliance on Rule 144A under the Securities Act, (y) to institutional "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and (z) outside the United States to non-U.S. Persons in offshore transactions in reliance on Regulation S under the Securities Act;

(ii) execute and file any documents prepared by the Sponsor, or take any acts as determined by the Sponsor to be necessary, in order to qualify or register all or part of the Capital Securities in any State in which the Sponsor has determined to qualify or register such Capital Securities for sale;

(iii) execute and file an application, prepared by the Sponsor, to the New York Stock Exchange or any other national stock exchange or the Nasdaq Stock Market's National Market, or any similar organizations for listing or quotation of the Capital Securities;

(iv) execute and deliver letters, documents, or instruments with DTC and other Clearing Agencies relating to the Capital Securities;

(v) if required, execute and file with the Commission a registration statement on Form 8-A, including any amendments thereto, prepared by the Sponsor, relating to the registration of the Capital Securities under Section 12(b) of the Exchange Act; and

(vi) execute and enter into the Purchase Agreement providing for the sale of the Capital Securities, the Registration Rights Agreement, a subscription agreement providing for the sale of the Common Securities, a subscription agreement providing for the sale of the Debentures and any other agreements and other instruments that may be required to be delivered by the Trust in connection with the issuance and sale of Securities;

(c) to acquire the Debentures with the proceeds of the sale of the Capital Securities and the Common Securities and to exchange such Debentures for a like principal amount of substantially similar Debentures, pursuant to the Exchange Offer; provided, however, that the Administrative

Trustees shall cause legal title to the Debentures to be held of record in the name of the Property Trustee for the benefit of the Holders of the Capital Securities and the Holder of the Common Securities;

(d) to give the Sponsor and the Property Trustee prompt written notice of the occurrence of a Special Event;

(e) to establish a record date with respect to all actions to be taken hereunder that require a record date be established, including and with respect to, for the purposes of (S) 316(c) of the Trust Indenture Act, Distributions, voting rights, redemptions and exchanges, and to issue relevant notices to the Holders of Capital Securities and Holders of Common Securities as to such actions and applicable record dates;

(f) to take all actions and perform such duties as may be required of the Administrative Trustees pursuant to the terms of the Securities;

(g) to bring or defend, pay, collect, compromise, arbitrate, resort to legal action, or otherwise adjust claims or demands of or against the Trust ("Legal Action"), unless pursuant to Section 3.8(e), the Property Trustee has the exclusive power to bring such Legal Action;

(h) to employ or otherwise engage employees and agents (who may be designated as officers with titles) and managers, contractors, advisors and consultants, and pay reasonable compensation for such services;

(i) to cause the Trust to comply with the Trust's obligations under the Trust Indenture Act;

(j) to give the certificate required by (S) 314(a)(4) of the Trust Indenture Act to the Property Trustee, which certificate may be executed by any Administrative Trustee;

(k) to incur expenses that are necessary or incidental to carry out any of the purposes of the Trust;

(l) to appoint a Registrar and Exchange Agent for the Securities or to appoint a Paying Agent for the Securities as provided in Section 7.4, except for such time as such power to appoint a Paying Agent is vested in the Property Trustee;

(m) to give prompt written notice to the Property Trustee and to Holders of the Securities of any notice received from the Debenture Issuer of its election to defer payments of

interest on the Debentures by extending the interest payment period under the Indenture;

(n) to execute all documents or instruments, perform all duties and powers, and do all things for and on behalf of the Trust in all matters necessary or incidental to the foregoing;

(o) to take all action that may be necessary or appropriate for the preservation and the continuation of the Trust's valid existence, rights, franchises and privileges as a statutory business trust under the laws of the State of Delaware and of each other jurisdiction in which such existence is necessary to protect the limited liability of the Holders of the Capital Securities or to enable the Trust to effect the purposes for which the Trust was created;

(p) to take any action, not inconsistent with this Trust Agreement or with applicable law, that the Administrative Trustees determine in their discretion to be necessary or desirable in carrying out the activities of the Trust as set out in this Section 3.6, including, but not limited to:

(i) causing the Trust not to be deemed to be an Investment Company required to be registered under the Investment Company Act;

(ii) causing the Trust to be classified for United States federal income tax purposes as a grantor trust; and

(iii) cooperating with the Debenture Issuer to ensure that the Debentures will be treated as indebtedness of the Debenture Issuer for United States federal income tax purposes; and

(q) to take all action necessary to cause all applicable tax returns and tax information reports that are required to be filed with respect to the Trust to be duly prepared and filed by the Administrative Trustees, on behalf of the Trust.

The Administrative Trustees must exercise the powers set forth in this Section 3.6 in a manner that is consistent with the purposes and functions of the Trust set out in Section 3.3, and the Administrative Trustees shall not take any action that is inconsistent with the purposes and functions of the Trust set forth in Section 3.3.

Subject to this Section 3.6, the Administrative Trustees shall have none of the powers or the authority of the Property Trustee set forth in Section 3.8.

Any expenses incurred by the Administrative Trustees pursuant to this Section 3.6 shall be reimbursed by the Debenture Issuer.

SECTION 3.7. Prohibition of Actions by the Trust and the Trustees.

(a) The Trust shall not, and the Trustees (including the Property Trustee) shall not, engage in any activity other than as required or authorized by this Trust Agreement. The Trust shall not:

(i) invest any proceeds received by the Trust from holding the Debentures, but shall distribute all such proceeds to Holders of Securities pursuant to the terms of this Trust Agreement and of the Securities;

(ii) acquire any assets other than as expressly provided herein;

(iii) possess Trust property for other than a Trust purpose;

(iv) make any loans or incur any indebtedness other than loans represented by the Debentures;

(v) possess any power or otherwise act in such a way as to vary the Trust assets or the terms of the Securities in any way whatsoever;

(vi) issue any securities or other evidences of beneficial ownership of, or beneficial interest in, the Trust other than the Securities; or

(vii) other than as provided in this Trust Agreement or Annex I, (A) direct the time, method and place of conducting any proceeding with respect to any remedy available to the Debenture Trustee, or exercising any right or power conferred upon the Debenture Trustee with respect to the Debentures, (B) waive any past default that is waivable under the Indenture, (C) exercise any right to rescind or annul any declaration that the principal of all the Debentures shall be due and payable, or (D) consent to any amendment, modification or termination of the Indenture or the Debentures where such consent shall be required unless the Trust shall have received an opinion of a nationally recognized independent tax counsel experienced in such matters to the effect that such modification will not cause more than an insubstantial risk that for United States federal income tax purposes the Trust will be classified as a grantor trust.

SECTION 3.8. Powers and Duties of the Property Trustee.

(a) The legal title to the Debentures shall be owned by and held of record in the name of the Property Trustee in trust for the benefit of the Holders of the Securities. The right, title and interest of the Property Trustee to the

Debentures shall vest automatically in each Person who may hereafter be appointed as Property Trustee in accordance with Section 5.7. Such vesting and cessation of title shall be effective whether or not conveyancing documents with regard to the Debentures have been executed and delivered.

(b) The Property Trustee shall not transfer its right, title and interest in the Debentures to the Administrative Trustees or to the Delaware Trustee (if the Property Trustee does not also act as Delaware Trustee).

(c) The Property Trustee shall:

(i) establish and maintain a segregated non-interest bearing trust account (the "Property Trustee Account") in the name of and under the exclusive control of the Property Trustee on behalf of the Holders of the Securities and, upon the receipt of payments of funds made in respect of the Debentures held by the Property Trustee, deposit such funds into the Property Trustee Account and make payments to the Holders of the Capital Securities and Holders of the Common Securities from the Property Trustee Account in accordance with Section 6.1. Funds in the Property Trustee Account shall be held uninvested until disbursed in accordance with this Trust Agreement. The Property Trustee Account shall be an account that is maintained with a banking institution the rating on whose long-term unsecured indebtedness is at least equal to the rating assigned to the Capital Securities by a "nationally recognized statistical rating organization", as that term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(ii) engage in such ministerial activities as shall be necessary or appropriate to effect the redemption of the Capital Securities and the Common Securities to the extent the Debentures are redeemed or mature; and

(iii) upon written notice issued by the Administrative Trustees in accordance with the terms of the Securities, engage in such ministerial activities as shall be necessary or appropriate to effect the distribution of the Debentures to Holders of Securities upon the occurrence of certain events.

(d) The Property Trustee shall take all actions and perform such duties as may be specifically required of the Property Trustee pursuant to the terms of the Securities.

(e) Subject to Section 3.9(a), the Property Trustee shall take any Legal Action which arises out of or in connection with an Event of Default of which a Responsible Officer of the Property Trustee has actual knowledge or the Property Trustee's duties and obligations under this Trust Agreement or the Trust Indenture Act so require, and if such Property Trustee shall have

failed to take such Legal Action, the Holders of the Capital Securities may take such Legal Action, to the same extent as if such Holders of Capital Securities held an aggregate principal amount of Debentures equal to the aggregate Liquidation Amount of such Capital Securities, without first proceeding against the Property Trustee or the Trust; provided however, that if an Event of Default has occurred and is continuing and such event is attributable to the failure of the Debenture Issuer to pay the principal of or premium, if any, or interest on the Debentures on the date such principal, premium, if any, or interest is otherwise payable (or in the case of redemption, on the redemption date), then a Holder of Capital Securities may directly institute a proceeding for enforcement of payment to such Holder of the principal of or premium, if any, or interest on the Debentures having a principal amount equal to the aggregate Liquidation Amount of the Capital Securities of such Holder (a "Direct Action") on or after the respective due date specified in the Debentures. In connection with such Direct Action, the rights of the Holders of the Common Securities will be subrogated to the rights of such Holders of Capital Securities to the extent of any payment made by the Debenture Issuer to such Holders of Capital Securities in such Direct Action. Except as provided in the preceding sentences, the Holders of Capital Securities will not be able to exercise directly any other remedy available to the holders of the Debentures.

(f) The Property Trustee shall not resign as a Trustee unless either:

(i) the Trust has been completely liquidated and the proceeds of the liquidation distributed to the Holders of Securities pursuant to the terms of the Securities; or

(ii) a Successor Property Trustee has been appointed and has accepted that appointment in accordance with Section 5.7.

(g) The Property Trustee shall have the legal power to exercise all of the rights, powers and privileges of a holder of Debentures under the Indenture and, if an Event of Default actually known to a Responsible Officer of the Property Trustee occurs and is continuing, the Property Trustee shall, for the benefit of Holders of the Securities, enforce its rights as holder of the Debentures subject to the rights of the Holders pursuant to the terms of such Securities.

(h) The Property Trustee shall be authorized to undertake any actions set forth in (S) 317(a) of the Trust Indenture Act.

(i) For such time as the Property Trustee is the Paying Agent, the Property Trustee may authorize one or more Persons to act as additional Paying Agents and to pay Distributions, redemption payments or liquidation payments on

behalf of the Trust with respect to all Securities and any such Paying Agent shall comply with (S) 317(b) of the Trust Indenture Act. Any such additional Paying Agent may be removed by the Property Trustee at any time the Property Trustee remains as Paying Agent and a successor Paying Agent or additional Paying Agents may be (but are not required to be) appointed at any time by the Property Trustee.

(j) Subject to this Section 3.8, the Property Trustee shall have none of the duties, liabilities, powers or the authority of the Administrative Trustees set forth in Section 3.6.

The Property Trustee must exercise the powers set forth in this Section 3.8 in a manner that is consistent with the purposes and functions of the Trust set out in Section 3.3, and the Property Trustee shall not take any action that is inconsistent with the purposes and functions of the Trust set out in Section 3.3.

SECTION 3.9. Certain Duties and Responsibilities of the Property Trustee.

(a) The Property Trustee, before the occurrence of any Event of Default and after the curing of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Trust Agreement and in the Securities and no implied covenants shall be read into this Trust Agreement against the Property Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) of which a Responsible Officer of the Property Trustee has actual knowledge, the Property Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, 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) No provision of this Trust Agreement shall be construed to relieve the Property Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of an Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Property Trustee shall be determined solely by the express provisions of this Trust Agreement and in the Securities and the Property Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Agreement and in the Securities, and no implied

covenants or obligations shall be read into this Trust Agreement against the Property Trustee; and

(B) in the absence of bad faith on the part of the Property Trustee, the Property Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Property Trustee and conforming to the requirements of this Trust Agreement; provided, however, that in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Property Trustee, the Property Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Trust Agreement;

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

(iii) the Property Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a Majority in Liquidation Amount of the Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or exercising any right or power conferred upon the Property Trustee under this Trust Agreement;

(iv) no provision of this Trust Agreement shall require the Property Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Trust Agreement or indemnity reasonably satisfactory to the Property Trustee against such risk or liability is not reasonably assured to it;

(v) the Property Trustee's sole duty with respect to the custody, safe keeping and physical preservation of the Debentures and the Property Trustee Account shall be to deal with such property in a similar manner as the Property Trustee deals with similar property for its own account, subject to the protections and limitations on liability afforded to the Property Trustee under this Trust Agreement and the Trust Indenture Act;

(vi) the Property Trustee shall have no duty or liability for or with respect to the value, genuineness,

existence or sufficiency of the Debentures or the payment of any taxes or assessments levied thereon or in connection therewith;

(vii) the Property Trustee shall not be liable for any interest on any money received by it except as it may otherwise agree in writing with the Sponsor. Money held by the Property Trustee need not be segregated from other funds held by it except in relation to the Property Trustee Account maintained by the Property Trustee pursuant to Section 3.8(c) (i) and except to the extent otherwise required by law; and

(viii) the Property Trustee shall not be responsible for monitoring the compliance by the Administrative Trustees or the Sponsor with their respective duties under this Trust Agreement, nor shall the Property Trustee be liable for any default or misconduct of the Administrative Trustees or the Sponsor.

SECTION 3.10. Certain Rights of Property Trustee.

(a) Subject to the provisions of Section 3.9:

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

(ii) any direction or act of the Sponsor or the Administrative Trustees contemplated by this Trust Agreement may be sufficiently evidenced by an Officers' Certificate;

(iii) whenever in the administration of this Trust Agreement, the Property Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Property Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate which, upon receipt of such request, shall be promptly delivered by the Sponsor or the Administrative Trustees;

(iv) the Property Trustee shall have no duty to see to any recording, filing or registration of any instrument (including any financing or continuation statement or any filing under tax or securities laws) or any rerecording, refiling or registration thereof;

(v) the Property Trustee may consult with counsel or other experts of its selection and the advice or opinion of such counsel and experts with respect to legal matters or advice within the scope of such experts' area of expertise shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the Sponsor or any of its Affiliates, and may include any of its employees. The Property Trustee shall have the right at any time to seek instructions concerning the administration of this Trust Agreement from any court of competent jurisdiction;

(vi) the Property Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Trust Agreement at the request or direction of any Holder, unless such Holder shall have provided to the Property Trustee security and indemnity, reasonably satisfactory to the Property Trustee, against the costs, expenses (including reasonable attorneys' fees and expenses and the expenses of the Property Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such reasonable advances as may be requested by the Property Trustee provided, that, nothing contained in this Section

3.10(a)(vi) shall be taken to relieve the Property Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Trust Agreement;

(vii) the Property Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Property Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit;

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

(ix) any action taken by the Property Trustee or its agents hereunder shall bind the Trust and the Holders of the Securities, and the signature of the Property Trustee or its agents alone shall be sufficient and effective to perform any such action and no third party shall be required to inquire as to the authority of the Property Trustee to so act or as to its compliance with any of the terms and

provisions of this Trust Agreement, both of which shall be conclusively evidenced by the Property Trustee's or its agent's taking such action;

(x) whenever in the administration of this Trust Agreement the Property Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Property Trustee (i) may request instructions from the Holders of the Securities which instructions may only be given by the Holders of the same proportion in Liquidation Amount of the Securities as would be entitled to direct the Property Trustee under the terms of the Securities in respect of such remedy, right or action, (ii) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (iii) shall be protected in conclusively relying on or acting in accordance with such instructions;

(xi) except as otherwise expressly provided by this Trust Agreement, the Property Trustee shall not be under any obligation to take any action that is discretionary under the provisions of this Trust Agreement; and

(xii) the Property Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith, without negligence, and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Trust Agreement.

(b) No provision of this Trust Agreement shall be deemed to impose any duty or obligation on the Property Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it, in any jurisdiction in which it shall be illegal, or in which the Property Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts, or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Property Trustee shall be construed to be a duty.

SECTION 3.11. Delaware Trustee.

Notwithstanding any other provision of this Trust Agreement other than Section 5.2, the Delaware Trustee shall not be entitled to exercise any powers, nor shall the Delaware Trustee have any of the duties and responsibilities of the Administrative Trustees or the Property Trustee described in this Trust Agreement. Except as set forth in Section 5.2, the Delaware Trustee shall be a Trustee for the sole and limited purpose of fulfilling the requirements of (S) 3807 of the Business Trust Act.

SECTION 3.12. Execution of Documents.

Unless otherwise determined by the Administrative Trustees, and except as otherwise required by the Business Trust Act or applicable law, any Administrative Trustee is authorized to execute on behalf of the Trust any documents that the Administrative Trustees have the power and authority to execute pursuant to Section 3.6.

SECTION 3.13. Not Responsible for Recitals or Issuance of Securities.

The recitals contained in this Trust Agreement and the Securities shall be taken as the statements of the Sponsor, and the Trustees do not assume any responsibility for their correctness. The Trustees make no representations as to the value or condition of the property of the Trust or any part thereof. The Trustees make no representations as to the validity or sufficiency of this Trust Agreement or the Securities.

SECTION 3.14. Duration of Trust.

The Trust, unless dissolved pursuant to the provisions of Article VIII hereof, shall have existence up to March 7, 2038.

SECTION 3.15. Mergers.

(a) The Trust may not merge or convert with or into, consolidate, amalgamate, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to any Person, except as described in Section 3.15(b) and (c).

(b) The Trust may, at the request of the Sponsor, with the consent of the Administrative Trustees or, if there are more than two, a majority of the Administrative Trustees and without the consent of the Holders of the Securities, the Delaware Trustee or the Property Trustee, merge or convert with or into, consolidate, amalgamate, or be replaced by, or convey, transfer or lease its properties and assets as an entirety or substantially as an entirety to, a trust organized as such under the laws of any State; provided that:

(i) such successor entity (the "Successor Entity") either:

(A) expressly assumes all of the obligations of the Trust under the Securities; or

(B) substitutes for the Securities other securities having substantially the same terms as the Securities (the "Successor Securities") so long as the Successor Securities rank the same as the Securities rank with respect to Distributions and payments upon liquidation, redemption and otherwise;

(ii) the Sponsor expressly appoints a trustee of the Successor Entity that possesses the same powers and duties as the Property Trustee as the Holder of the Debentures;

(iii) the Successor Securities are listed, or any Successor Securities will be listed upon notification of issuance, on any national securities exchange or with another organization on which the Capital Securities are then listed or quoted, if any;

(iv) such merger, conversion, consolidation, amalgamation, replacement, conveyance, transfer or lease does not cause the Capital Securities (including any Successor Securities) to be downgraded by any nationally recognized statistical rating organization;

(v) such merger, conversion, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the Holders of the Securities (including any Successor Securities) in any material respect (other than any dilution of such Holders' interests in the new entity);

(vi) such Successor Entity has a purpose substantially identical to that of the Trust;

(vii) prior to such merger, conversion, consolidation, amalgamation, replacement, conveyance, transfer or lease, the Sponsor has received an opinion of counsel to the effect that:

(A) such merger, conversion, consolidation, amalgamation, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the Holders of the Securities (including any Successor Securities) in any material respect (other than with respect to any dilution of the Holders' interest in the new entity); and

(B) following such merger, conversion, consolidation, amalgamation, replacement, conveyance, transfer or lease, neither the Trust nor the Successor Entity will be required to register as an Investment Company; and

(viii) the Sponsor or any permitted successor or assignee owns all of the common securities of such Successor Entity and guarantees the obligations of such Successor Entity under the Successor Securities at least to the extent provided by the Capital Securities Guarantee and the Common Securities Guarantee.

(c) Notwithstanding Section 3.15(b), the Trust shall not, except with the consent of Holders of 100% in liquidation

amount of the Securities, consolidate, amalgamate, merge or convert with or into, or be replaced by, or convey, transfer or lease its properties and assets as an entirety or substantially as an entirety to, any other entity or permit any other entity to consolidate, amalgamate, merge with or into, or replace it if such consolidation, amalgamation, merger, conversion, replacement, conveyance, transfer or lease would cause the Trust or the Successor Entity not to be classified as a grantor trust for United States federal income tax purposes.

ARTICLE IV.
SPONSOR

SECTION 4.1. Sponsor's Purchase of Common Securities.

At the Closing Time, the Sponsor will purchase all of the Common Securities then issued by the Trust, in an amount at least equal to approximately 3% of the capital of the Trust, at the same time as the Capital Securities are issued and sold.

SECTION 4.2. Responsibilities of the Sponsor.

In connection with the issue and sale of the Capital Securities and the Common Securities, the Sponsor shall have the exclusive right and responsibility to engage in the following activities:

(a) to prepare the Offering Memorandum and any supplements thereto and to prepare for filing by the Trust with the Commission any Registration Statement, including any amendments or supplements thereto, as contemplated by the Registration Rights Agreement;

(b) to determine the States in which to take appropriate action to qualify or register for sale all or part of the Capital Securities and to do any and all such acts, other than actions which must be taken by the Trust, and advise the Trust of actions it must take, and prepare for execution and filing any documents to be executed and filed by the Trust, as the Sponsor deems necessary or advisable in order to comply with the applicable laws of any such States;

(c) if deemed necessary or advisable by the Sponsor, to prepare for filing by the Trust an application to The New York Stock Exchange, Inc. or any other national stock exchange or the Nasdaq National Market, or any similar organization, for listing or quotation of the Capital Securities;

(d) if required, to prepare for filing by the Trust with the Commission a registration statement on Form 8-A relating to the registration of the Capital Securities under Section 12(b) of the Exchange Act, including any amendments or supplements thereto; and

(e) to negotiate the terms of the Purchase Agreement providing for the sale of the Capital Securities.

SECTION 4.3. Right to Proceed.

The Sponsor acknowledges the rights of the Holders of Capital Securities, in the event that a failure of the Trust to pay Distributions on the Capital Securities is attributable to the failure of the Debenture Issuer to pay interest or principal on the Debentures, to institute a proceeding directly against the Debenture Issuer for enforcement of its payment obligations on the Debentures.

ARTICLE V.
TRUSTEES

SECTION 5.1. Number of Trustees; Appointment of Co-Trustee.

The number of Trustees initially shall be five (5), and:

(a) at any time before the issuance of any Securities, the Sponsor may, by written instrument, increase or decrease the number of Trustees; and

(b) after the issuance of any Securities, the number of Trustees may be increased or decreased by vote of the Holders of a Majority in Liquidation Amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities; provided, however, that, the number of

Trustees shall in no event be less than two (2); provided further that (1)

one Trustee, in the case of a natural Person, shall be a Person who is a resident of the State of Delaware or that, if not a natural Person, is an entity which has its principal place of business in the State of Delaware (the "Delaware Trustee"); (2) there shall be at least one Trustee who is an employee or officer of, or is affiliated with the Sponsor (an "Administrative Trustee"); and (3) one Trustee shall be the Property Trustee for so long as this Trust Agreement is required to qualify as an indenture under the Trust Indenture Act, and such Trustee may also serve as Delaware Trustee if it meets the applicable requirements. Notwithstanding the above, unless an Event of Default shall have occurred and be continuing, at any time or times, for the purpose of meeting the legal requirements of the Trust Indenture Act or of any jurisdiction in which any part of the Trust's property may at the time be located, the Holders of a Majority in Liquidation Amount of the Common Securities acting as a class at a meeting of the Holders of the Common Securities, and the Administrative Trustees, shall have power to appoint one or more Persons either to act as a co-trustee, jointly with the Property Trustee, of all or any part of the Trust's property, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such Person or Persons in such capacity any property, title,

right or power deemed necessary or desirable, subject to the provisions of this Trust Agreement. In case an Event of Default has occurred and is continuing, the Property Trustee alone shall have power to make any such appointment of a co-trustee.

SECTION 5.2. Delaware Trustee.

If required by the Business Trust Act, one Trustee (the "Delaware Trustee") shall be:

(a) a natural Person who is a resident of the State of Delaware;
or

(b) if not a natural Person, an entity which has its principal place of business in the State of Delaware, and otherwise meets the requirements of applicable law; provided that, if the Property Trustee has its principal place of business in the State of Delaware and otherwise meets the requirements of applicable law, then the Property Trustee shall also be the Delaware Trustee and Section 3.11 shall have no application.

SECTION 5.3. Property Trustee; Eligibility.

(a) There shall at all times be one Trustee (the "Property Trustee") which shall act as Property Trustee which shall:

(i) not be an Affiliate of the Sponsor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then for the purposes of this Section 5.3(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Property Trustee shall cease to be eligible to so act under Section 5.3(a), the Property Trustee shall immediately resign in the manner and with the effect set forth in Section 5.7(c).

(c) If the Property Trustee has or shall acquire any "conflicting interest" within the meaning of (S) 310(b) of the

Trust Indenture Act, the Property Trustee and the Holder of the Common Securities (as if it were the obligor referred to in (S) 310(b) of the Trust Indenture Act) shall in all respects comply with the provisions of (S) 310(b) of the Trust Indenture Act.

(d) The Capital Securities Guarantee shall be deemed to be specifically described in this Trust Agreement for purposes of clause (i) of the first provision contained in Section 310(b) of the Trust Indenture Act.

(e) The initial Property Trustee shall be:

The Bank of New York, as trustee
101 Barclay Street, 21-W
New York, NY 10286
Attention: Corporate Trust Administration

SECTION 5.4. Certain Qualifications of Administrative Trustees and Delaware

Trustee Generally.

Each Administrative Trustee and the Delaware Trustee (unless the Property Trustee also acts as Delaware Trustee) shall be either a natural Person who is at least 21 years of age or a legal entity that shall act through one or more Authorized Officers.

SECTION 5.5. Administrative Trustees.

(a) The initial Administrative Trustees shall be:

Keith S. Hynes
John D. Nichols, Jr.
Martin Merritt

(b) Except as expressly set forth in this Trust Agreement and except if a meeting of the Administrative Trustees is called with respect to any matter over which the Administrative Trustees have power to act, any power of the Administrative Trustees may be exercised by, or with the consent of, any one such Administrative Trustee.

(c) Unless otherwise determined by the Administrative Trustees, and except as otherwise required by the Business Trust Act or applicable law, any Administrative Trustee is authorized to execute on behalf of the Trust any documents which the Administrative Trustees have the power and authority to cause the Trust to execute pursuant to Section 3.6.

(d) An Administrative Trustee may, by power of attorney consistent with applicable law, delegate to any other natural Person over the age of 21 his or her power for the purposes of signing any documents which the Administrative Trustees have power and authority to cause the Trust to execute pursuant to Section 3.6.

SECTION 5.6. Delaware Trustee.

The initial Delaware Trustee shall be:

The Bank of New York (Delaware), as trustee
White Clay Center, Route 373
Newark, Delaware 19711
Attention: Corporate Trust Administration

SECTION 5.7. Appointment, Removal and Resignation of Trustees.

(a) Subject to Section 5.7(b) of this Trust Agreement and to Section 6(b) of Annex I hereto, any Trustee may be appointed or removed without cause at any time:

(i) until the issuance of any Securities, by written instrument executed by the Sponsor;

(ii) in the case of Administrative Trustees, after the issuance of any Securities, by vote of the Holders of a Majority in Liquidation Amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities;

(iii) in the case of the Property Trustee and the Delaware Trustee, unless an Event of Default shall have occurred and be continuing after the issuance of any Securities, by vote of the Holders of a Majority in Liquidation Amount of the Common Securities voting as a class at a meeting of the Holders of the Common Securities; and

(iv) in the case of the Property Trustee and the Delaware Trustee, if an Event of Default shall have occurred and be continuing after the issuance of the Securities, by vote of Holders of a Majority in Liquidation Amount of the Capital Securities voting as a class at a meeting of the Holders of the Capital Securities.

(b) (i) The Trustee that acts as Property Trustee shall not be removed in accordance with Section 5.7(a) until a successor Property Trustee possessing the qualifications to act as Property Trustee under Section 5.3 (a "Successor Property Trustee") has been appointed and has accepted such appointment by written instrument executed by such Successor Property Trustee and delivered to the Administrative Trustees and the Sponsor; and

(ii) the Trustee that acts as Delaware Trustee shall not be removed in accordance with this Section 5.7(a) until a successor Delaware Trustee possessing the qualifications to act as Delaware Trustee under Sections 5.2 and 5.4 (a "Successor Delaware Trustee") has been appointed and has accepted such appointment by written instrument executed by

such Successor Delaware Trustee and delivered to the Administrative Trustees and the Sponsor.

(c) A Trustee appointed to office shall hold office until his successor shall have been duly appointed or until his death, removal or resignation. Any Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing signed by the Trustee and delivered to the Sponsor and the Trust, which resignation shall take effect upon such delivery or upon such later date as is specified therein; provided, however, that:

(i) No such resignation or removal of the Trustee that acts as the Property Trustee shall be effective:

(A) until a Successor Property Trustee has been appointed and has accepted such appointment by instrument executed by such Successor Property Trustee and delivered to the Trust, the Sponsor and the resigning Property Trustee; or

(B) until the assets of the Trust have been completely liquidated and the proceeds thereof distributed to the holders of the Securities; and

(ii) no such resignation or removal of the Trustee that acts as the Delaware Trustee shall be effective until a Successor Delaware Trustee has been appointed and has accepted such appointment by instrument executed by such Successor Delaware Trustee and delivered to the Trust, the Sponsor and the resigning Delaware Trustee.

(d) The Holders of the Common Securities shall use their best efforts to promptly appoint a Successor Delaware Trustee or Successor Property Trustee, as the case may be, if the Property Trustee or the Delaware Trustee delivers an instrument of resignation in accordance with this Section 5.7.

(e) If no Successor Property Trustee or Successor Delaware Trustee shall have been appointed and accepted appointment as provided in this Section 5.7 within 30 days after delivery of an instrument of resignation or removal, the Property Trustee or Delaware Trustee resigning or being removed, as applicable, may petition any court of competent jurisdiction for appointment of a Successor Property Trustee or Successor Delaware Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper and appropriate, appoint a Successor Property Trustee or Successor Delaware Trustee, as the case may be.

(f) No Property Trustee or Delaware Trustee shall be liable for the acts or omissions to act of any Successor Property Trustee or Successor Delaware Trustee, as the case may be.

SECTION 5.8. Vacancies among Trustees.

If a Trustee ceases to hold office for any reason and the number of Trustees is not reduced pursuant to Section 5.1, or if the number of Trustees is increased pursuant to Section 5.1, a vacancy shall occur. A resolution certifying the existence of such vacancy by the Administrative Trustees or, if there are more than two, a majority of the Administrative Trustees, shall be conclusive evidence of the existence of such vacancy. The vacancy shall be filled with a Trustee appointed in accordance with Section 5.7.

SECTION 5.9. Effect of Vacancies.

The death, resignation, retirement, removal, bankruptcy, dissolution, liquidation, incompetence or incapacity to perform the duties of a Trustee shall not operate to annul the Trust. Whenever a vacancy in the number of Administrative Trustees shall occur, until such vacancy is filled by the appointment of an Administrative Trustee in accordance with Section 5.7, the Administrative Trustees in office, regardless of their number, shall have all the powers granted to the Administrative Trustees and shall discharge all the duties imposed upon the Administrative Trustees by this Trust Agreement.

SECTION 5.10. Meetings.

If there is more than one Administrative Trustee, meetings of the Administrative Trustees shall be held from time to time as needed upon the call of any Administrative Trustee. Regular meetings of the Administrative Trustees may be held at a time and place fixed by resolution of the Administrative Trustees. Notice of any in-person meetings of the Administrative Trustees shall be hand delivered or otherwise delivered in writing (including by facsimile, with a hard copy by overnight courier) not less than 24 hours before such meeting. Notice of any telephonic meetings of the Administrative Trustees or any committee thereof shall be hand delivered or otherwise delivered in writing (including by facsimile, with a hard copy by overnight courier) not less than 24 hours before a meeting. Notices shall contain a brief statement of the time, place and anticipated purposes of the meeting. The presence (whether in person or by telephone) of an Administrative Trustee at a meeting shall constitute a waiver of notice of such meeting except where an Administrative Trustee attends a meeting for the express purpose of objecting to the transaction of any activity on the ground that the meeting has not been lawfully called or convened. Unless provided otherwise in this Trust Agreement, any action of the Administrative Trustees may be taken at a meeting by vote of a majority of the Administrative Trustees present (whether in person or by telephone) and eligible to vote with respect to such matter, provided that a Quorum is present, or without a meeting by the unanimous written consent of the Administrative Trustees. In the event there is only one Administrative Trustee, any and

all action of such Administrative Trustee shall be evidenced by a written consent of such Administrative Trustee.

SECTION 5.11. Delegation of Power.

(a) Any Administrative Trustee may, by power of attorney consistent with applicable law, delegate to any other natural Person over the age of 21 his or her power for the purpose of executing any documents contemplated in Section 3.6, including any registration statement or amendment thereto filed with the Commission, or making any other governmental filing; and

(b) The Administrative Trustees shall have power to delegate from time to time to such of their number or to officers of the Trust the doing of such things and the execution of such instruments either in the name of the Trust or the names of the Administrative Trustees or otherwise as the Administrative Trustees may deem expedient, to the extent such delegation is not prohibited by applicable law or contrary to the provisions of the Trust, as set forth herein.

SECTION 5.12. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which any Trustee (excluding any Administrative Trustee that is a natural Person) may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of such Trustee, shall be the successor of such Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

ARTICLE VI.
DISTRIBUTIONS

SECTION 6.1. Distributions.

Each Holder shall receive Distributions in accordance with the applicable terms of such Holder's Securities. If and to the extent that the Debenture Issuer makes a payment of interest, principal or Redemption Price (as defined in the Indenture) on the Debentures held by the Property Trustee or any other payments pursuant to the Registration Rights Agreement with respect to the Debentures held by the Property Trustee (the amount of any such payment being a "Payment Amount"), the Property Trustee shall and is directed, to the extent funds are available for that purpose, to make a Distribution of the Payment Amount to Holders of the Securities in accordance with the respective terms of the Securities held by them.

ARTICLE VII.
ISSUANCE OF SECURITIES

SECTION 7.1. General Provisions Regarding Securities.

(a) The Administrative Trustees shall on behalf of the Trust issue one class of capital securities representing undivided beneficial interests in the assets of the Trust having such terms as are set forth in Annex I (the "Series A Capital Securities") and one class of common securities representing undivided beneficial interests in the assets of the Trust having such terms as are set forth in Annex I (the "Common Securities"). The Administrative Trustees shall on behalf of the Trust issue one class of capital securities representing undivided beneficial interests in the Trust having such terms as set forth in Annex I (the "Series B Capital Securities") in exchange for Series A Capital Securities accepted for exchange in the Exchange Offer, which Series B Capital Securities shall not bear the legends required by Section 9.2(i) unless the Holder of such Series A Capital Securities is either (A) a broker-dealer who purchased such Series A Capital Securities directly from the Trust for resale pursuant to Rule 144A or any other available exemption under the Securities Act, (B) a Person participating in the distribution of the Series A Capital Securities or (C) a Person who is an "affiliate" (as defined in Rule 144A) of the Trust. The Trust shall issue no securities or other interests in the assets of the Trust other than the Capital Securities and the Common Securities.

(b) The consideration received by the Trust for the issuance of the Securities shall constitute a contribution to the capital of the Trust and shall not constitute a loan to the Trust.

(c) Upon issuance of the Securities as provided in this Trust Agreement, the Securities so issued shall be deemed to be validly issued, fully paid and non-assessable undivided beneficial interests in the assets of the Trust.

(d) Every Person, by virtue of having become a Holder or a Beneficial Owner in accordance with the terms of this Trust Agreement, shall be deemed to have expressly assented and agreed to the terms of, and shall be bound by, this Trust Agreement.

SECTION 7.2. Execution and Authentication.

(a) The Securities shall be signed on behalf of the Trust by an Administrative Trustee. In case any Administrative Trustee of the Trust who shall have signed any of the Securities ceases to be such Administrative Trustee before the Securities so signed shall be delivered by the Trust, such Securities nevertheless may be delivered as though the Person who signed such Securities had not ceased to be such Administrative Trustee; and any Securities may be signed on behalf of the Trust by such

Persons who, at the actual date of execution of such Security, shall be the Administrative Trustees of the Trust, although at the date of the execution and delivery of the Trust Agreement any such Person was not such an Administrative Trustee.

(b) One Administrative Trustee shall sign the Capital Securities for the Trust by manual or facsimile signature. Unless otherwise determined by the Trust, such signature shall, in the case of Common Securities, be a manual signature.

A Capital Security shall not be valid until authenticated by the manual signature of an authorized signatory of the Property Trustee. The signature shall be conclusive evidence that the Capital Security has been authenticated under this Trust Agreement.

Upon a written order of the Trust signed by one Administrative Trustee, the Property Trustee shall authenticate the Capital Securities for original issue. The aggregate number of Capital Securities outstanding at any time shall not exceed the number set forth in Annex I hereto except as provided in Section 7.6.

The Property Trustee may appoint an authenticating agent acceptable to the Trust to authenticate Capital Securities. An authenticating agent may authenticate Capital Securities whenever the Property Trustee may do so. Each reference in this Trust Agreement to authentication by the Property Trustee includes authentication by such agent. An authenticating agent has the same rights as the Property Trustee to deal with the Sponsor or an Affiliate.

SECTION 7.3. Form and Dating.

The Capital Securities and the Property Trustee's certificate of authentication shall be substantially in the form of Exhibit A-1 and the Common Securities shall be substantially in the form of Exhibit A-2, each of which is hereby incorporated in and expressly made a part of this Trust Agreement. Certificates representing the Securities may be printed, lithographed or engraved or may be produced in any other manner as is reasonably acceptable to the Administrative Trustees, as evidenced by their execution thereof. The Securities may have letters, CUSIP or other numbers, notations or other marks of identification or designation and such legends or endorsements required by law, stock exchange rule, agreements to which the Trust is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form acceptable to the Trust). The Trust at the direction of the Sponsor shall furnish any such legend not contained in Exhibit A-1 to the Property Trustee in writing. Each Capital Security shall be dated the date of its authentication. The terms and provisions of the Securities set forth in Annex I and the forms of Securities set forth in Exhibits A-1 and A-2 are part of the terms of this Trust

Agreement and to the extent applicable, the Property Trustee, Administrative Trustees and the Sponsor, by their execution and delivery of this Trust Agreement, expressly agree to be bound thereby.

(a) Global Capital Securities. Securities offered and sold to

QIBs in reliance on Rule 144A or offered and sold outside the United States to non-U.S. Persons in offshore transactions in reliance on Regulation S, as provided in the Purchase Agreement, shall be issued in the form of one or more Global Capital Securities in definitive, fully registered form without Distribution coupons with the appropriate global legends and Restricted Securities Legend set forth in Exhibit A-1 hereto (respectively, a "Rule 144A Global Capital Security" or "Regulation S Global Capital Security," as appropriate), and in the case of a Regulation S Temporary Global Capital Security, the legend set forth in Section 7.3(d) hereof. Global Capital Securities shall be deposited on behalf of the purchasers of the Capital Securities represented thereby with the Property Trustee, at its New York office, as custodian for the Clearing Agency, and registered in the name of the Clearing Agency or a nominee of the Clearing Agency, duly executed by the Trust and authenticated by the Property Trustee as hereinafter provided. The number of Capital Securities represented by the Rule 144A Global Capital Security and the Regulation S Global Capital Security may from time to time be increased or decreased by adjustments made on the records of the Property Trustee and the Clearing Agency or its nominee as hereinafter provided.

(b) Book-Entry Provisions. This Section 7.3(b) shall apply only

to the Rule 144A Global Capital Securities, the Regulation S Global Capital Securities and such other Capital Securities in global form as may be authorized by the Trust to be deposited with the Clearing Agency or its custodian.

The Trust shall execute and the Property Trustee shall, in accordance with this Section 7.3, authenticate and make available for delivery initially one or more Rule 144A Global Capital Securities and one or more Regulation S Global Capital Securities that (i) shall be registered in the name of Cede & Co. or other designated nominee of the Clearing Agency and (ii) shall be delivered by the Property Trustee to the Clearing Agency or its custodian for the Clearing Agency.

Members of, or participants in, the Clearing Agency ("Participants") shall have no rights under this Trust Agreement with respect to any Rule 144A Global Capital Security or any Regulation S Global Capital Security held on their behalf by the Clearing Agency or by the Property Trustee as the custodian of the Clearing Agency or under such Rule 144A Global Capital Security or such

Regulation S Global Capital Security, and the Clearing Agency may be treated by the Trust, the Property Trustee and any agent of the Trust or the Property Trustee as the absolute owner of such Rule 144A Global Capital Security or such Regulation S Global Capital Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Trust, the Property Trustee or any agent of the Trust or the Property Trustee from giving effect to any written certification, proxy or other authorization furnished by the Clearing Agency or impair, as between the Clearing Agency and its Participants, the operation of customary practices of such Clearing Agency governing the exercise of the rights of a holder of a beneficial interest in any Rule 144A Global Capital Security or any Regulation S Global Capital Security.

(c) Definitive Capital Securities. Except as provided in

Section 7.9, a Beneficial Owner of a Rule 144A Global Capital Security or a Regulation S Global Capital Security will not be entitled to receive physical delivery of certificated Capital Securities ("Definitive Capital Securities"). Purchasers of Securities who are "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) and did not purchase Capital Securities in reliance on Regulation S will receive Capital Securities in the form of individual certificates in definitive, fully registered form without distribution coupons and with the Restricted Securities Legend set forth in Exhibit A-1 hereto ("Restricted Definitive Capital Securities"); provided, however, that upon transfer of such Restricted Definitive Capital Securities to a QIB, such Restricted Definitive Capital Securities will be exchanged for an interest in a Rule 144A Global Capital Security pursuant to the provisions of Section 9.2, unless the Rule 144A Global Capital Security has previously been exchanged pursuant to the Exchange Offer, in which case the Restricted Definitive Capital Securities will be exchanged for an interest in an Unrestricted Global Capital Security. Restricted Definitive Capital Securities will bear the Restricted Securities Legend set forth on Exhibit A-1 unless removed in accordance with this Section 7.3 or Section 9.2.

(d) Regulation S Global Capital Securities; Regulation S

Certificates.

Capital Securities issued to Holders in reliance on Regulation S will be initially issued in the form of a single temporary global security (the "Regulation S Temporary Global Capital Security"). Each Global Capital Security that constitutes a Regulation S Temporary Global Capital Security shall bear the following legend:

"THIS GLOBAL CAPITAL SECURITY IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"). NEITHER THIS TEMPORARY GLOBAL CAPITAL SECURITY NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE TRUST AGREEMENT REFERRED TO BELOW.

NO BENEFICIAL OWNERS OF THIS TEMPORARY GLOBAL CAPITAL SECURITY SHALL BE ENTITLED TO RECEIVE PAYMENT OF

DISTRIBUTIONS HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE TRUST AGREEMENT."

Beneficial interests in a Regulation S Temporary Global Capital Security will be exchangeable for beneficial interests in a single permanent global security (the "Regulation S Permanent Global Capital Security", together with the Regulation S Temporary Global Capital Security, the "Regulation S Global Capital Security") on or after the expiration of the Restricted Period (the "Release Date") and only in accordance with the following provisions:

(i) On or prior to the Release Date, each Beneficial Owner of a Regulation S Temporary Capital Global Security shall deliver to Euroclear or Cedel (as applicable) a certificate certifying that the Beneficial Owner of the Regulation S Temporary Global Capital Security is a non-United States Person within the meaning of Regulation S (a "Regulation S Certificate"), substantially in the form of Exhibit B-2 attached hereto; provided, however,

that any Beneficial Owner of a Regulation S Temporary Global Capital Security on the Release Date or any payment date that has previously delivered a Regulation S Certificate hereunder shall not be required to deliver any subsequent Regulation S Certificate (unless the certificate previously delivered is no longer true as of such subsequent date, in which case such beneficial owner shall promptly notify Euroclear or Cedel, as applicable, thereof and shall deliver an updated Regulation S Certificate). Euroclear or Cedel, as applicable, shall deliver to the Paying Agent a certificate, substantially in the form of Exhibit B-1 attached hereto (a "Non-U.S.

Certificate") promptly upon the receipt of each such Regulation S Certificate, and no such Beneficial Owner (or transferee from such Beneficial Owner) shall be entitled to receive an interest in a Regulation S Permanent Global Capital Security or any payment of any Distributions or any other payment with respect to its interest in a Regulation S Temporary Global Capital Security prior to the Paying Agent receiving such Non-U.S. Certificate from Euroclear or Cedel with respect to the portion of the Regulation S Temporary Global Capital Security owned by such Beneficial Owner (and, with respect to an interest in the Regulation S Permanent Global Capital Security, prior to the Release Date).

(ii) Any payments of Distributions or any other payment on a Regulation S Temporary Global Capital Security received by Euroclear or Cedel with respect to any portion of such Regulation S Global Capital Security owned by a Beneficial Owner that has not delivered the Regulation S Certificate required by Section 7.3(d)(i) hereof shall be held by Euroclear and Cedel solely as agents for the Paying Agent. Euroclear and Cedel shall remit such payments to the applicable Beneficial Owner (or to a Euroclear or Cedel member on behalf of such Beneficial Owner) only after Euroclear or Cedel has received the

requisite Regulation S Certificate. Until the Paying Agent has received a certification from Euroclear or Cedel, as applicable, that it has received the requisite Regulation S Certificate with respect to the Book-Entry Interest in any portion of a Regulation S Temporary Global Capital Security, the Paying Agent may revoke the right of Euroclear or Cedel, as applicable, to hold any payments made with respect to such portion of such Regulation S Global Capital Security. If the Paying Agent exercises its right of revocation pursuant to the immediately preceding sentence, Euroclear or Cedel, as applicable, shall return such payments to the Paying Agent and the Paying Agent shall hold such payments until Euroclear or Cedel, as applicable, has provided necessary Non-U.S. Certificates to the Paying Agent (at which time the Paying Agent shall forward such payments to Euroclear or Cedel, as applicable, to be remitted to the Beneficial Owner that is entitled thereto on the records of Euroclear or Cedel (or on the records of their respective members)).

(iii) Each Beneficial Owner of a Regulation S Temporary Global Capital Security shall exchange its interest therein for an interest in a Regulation S Permanent Global Capital Security on or after the Release Date upon furnishing to Euroclear or Cedel (as applicable) the Regulation S Certificate and upon receipt by the Paying Agent of the Non-U.S. Certificate thereof from Euroclear or Cedel, as applicable, in each case pursuant to the terms of Section 7.3(d)(i) hereof. On and after the Release Date, upon receipt by the Paying Agent of any Non-U.S. Certificate from Euroclear or Cedel described in the immediately preceding sentence, (A) with respect to the first such Non-U.S. Certificate, the Trust shall execute and the Property Trustee shall authenticate, upon receipt of an order from the Trust for the authentication, and deliver to the Clearing Agency the applicable Regulation S Permanent Global Capital Security and (B) with respect to the first and all subsequent Non-U.S. Certificates, the Clearing Agency shall exchange on behalf of the applicable Beneficial Owners the portion of the applicable Regulation S Temporary Global Capital Security covered by such Non-U.S. Certificates for a comparable portion of the applicable Regulation S Permanent Global Capital Security. Upon any exchange of a portion of a Regulation S Temporary Global Capital Security for a comparable portion of a Regulation S Permanent Global Capital Security, the Clearing Agency shall endorse on the schedules affixed to each of such Regulation S Global Capital Security (or on continuations of such schedules affixed to each of such Regulation S Global Security and made parts thereof) appropriate notations evidencing the date of transfer and (x) with respect to the applicable Regulation S Temporary Global Capital Security, a decrease in the Liquidation Amount thereof equal to the amount covered by the applicable certification and (y) with respect to the applicable Regulation S Permanent Global Capital Security, an increase in the Liquidation Amount thereof equal to the Liquidation Amount of the decrease in the applicable Regulation S Temporary Global Capital Security pursuant to clause (x) above.

(e) The Series A Capital Securities are issuable only in denominations of \$100,000 and any integral multiple of \$1,000 in excess thereof.

SECTION 7.4. Registrar and Paying Agent.

The Trust shall maintain in the Borough of Manhattan, The City of New York, (i) an office or agency where Capital Securities may be presented for registration of transfer ("Registrar"), (ii) an office or agency where Capital Securities may be presented for payment ("Paying Agent") and (iii) an office or agency where Securities may be presented for exchange ("Exchange Agent"). The Registrar shall keep a register of the Capital Securities and of their transfer. The Trust shall appoint the Registrar, the Paying Agent and the Exchange Agent and may appoint one or more co-Registrars and one or more additional Paying Agents in such other locations within the United States as it shall determine. The term "Registrar" includes any additional registrar, the term "Paying Agent" includes any additional paying agent and the term "Exchange Agent" includes any additional Exchange Agent. The Trust may change any Paying Agent, Registrar or co-Registrar or Exchange Agent without prior notice to any Holder. The Paying Agent shall be permitted to resign as Paying Agent upon 30 days' written notice to the Property Trustee and the Trust. The Trust shall notify the Property Trustee of the name and address of any Agent not a party to this Trust Agreement. If the Trust fails to appoint or maintain another entity as Registrar, Paying Agent or Exchange Agent, the Property Trustee shall act as such. The Trust or any of its Affiliates may act as Paying Agent, Registrar or Exchange Agent. The Trust shall act as Paying Agent, Registrar, co-Registrar and Exchange Agent for the Common Securities.

The Trust initially appoints the Property Trustee as Registrar, Paying Agent and Exchange Agent for the Capital Securities.

SECTION 7.5. Paying Agent to Hold Money in Trust.

The Trust shall require each Paying Agent other than the Property Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Holders or the Property Trustee all money held by the Paying Agent for the payment of Liquidation Amounts or Distributions on the Securities, and will notify the Property Trustee if there are insufficient funds for such purpose. While any such insufficiency continues, the Property Trustee may require a Paying Agent to pay all money held by it to the Property Trustee. The Trust at any time may require a Paying Agent to pay all money held by it to the Property Trustee and to account for any money disbursed by it. Upon payment over to the Property Trustee, the Paying Agent (if other than the Trust or an Affiliate of the Trust) shall have no further liability for the money. If the Trust or the Sponsor or

an Affiliate of the Trust or the Sponsor 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 7.6. Replacement Securities.

If the Holder of a Security claims that a Security owned by it has been lost, destroyed or wrongfully taken or if such Security is mutilated and is surrendered to the Trust or in the case of the Capital Securities to the Property Trustee, the Trust shall issue and the Property Trustee shall authenticate a replacement Security if the Property Trustee's and the Trust's requirements, as the case may be, are met. An indemnity bond must be provided by the Holder which, in the judgment of the Property Trustee, is sufficient to protect the Trustees, the Sponsor or any authenticating agent from any loss which any of them may suffer if a Security is replaced. The Trust may charge such Holder for its expenses in replacing a Security.

Every replacement Security is an additional beneficial interest in the Trust.

SECTION 7.7. Outstanding Capital Securities.

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

If a Capital Security is replaced, paid or purchased pursuant to Section 7.6 hereof, it ceases to be outstanding unless the Property Trustee receives proof satisfactory to it that the replaced, paid or purchased Capital Security is held by a bona fide purchaser.

If Capital Securities are considered paid in full, including any and all distributions and liquidation preferences, in accordance with the terms of this Trust Agreement, they cease to be outstanding and Distributions on them shall cease to accumulate.

A Capital Security does not cease to be outstanding because one of the Trustees, the Sponsor or an Affiliate of the Sponsor holds the Security.

SECTION 7.8. Capital Securities in Treasury.

In determining whether the Holders of the required amount of Securities have concurred in any direction, waiver or consent, Capital Securities owned by the Trust, the Sponsor or an Affiliate of the Sponsor, as the case may be, shall be disregarded and deemed not to be outstanding, except that for the purposes of determining whether the Property Trustee shall be

fully protected in relying on any such direction, waiver or consent, only Securities which the Property Trustee actually knows are so owned shall be so disregarded.

SECTION 7.9. Temporary Securities.

Until definitive Securities are ready for delivery, the Trust may prepare and, in the case of the Capital Securities, the Property Trustee shall authenticate temporary Securities. Temporary Securities shall be substantially in the form of Definitive Securities but may have variations that the Trust considers appropriate for temporary Securities. Without unreasonable delay, the Trust shall prepare and, in the case of the Capital Securities, the Property Trustee shall authenticate Definitive Securities in exchange for temporary Securities.

SECTION 7.10. Cancellation.

The Trust at any time may deliver Capital Securities to the Property Trustee for cancellation. The Registrar and Paying Agent shall forward to the Property Trustee any Capital Securities surrendered to them for registration of transfer, redemption, exchange or payment. The Property Trustee shall promptly cancel all Capital Securities surrendered for registration of transfer, redemption, exchange, payment, replacement or cancellation and shall dispose of canceled Capital Securities as the Trust directs, provided that the Property Trustee shall not be obligated to destroy Capital Securities. The Trust may not issue new Capital Securities to replace Capital Securities that it has paid or that have been delivered to the Property Trustee for cancellation or that any Holder has exchanged.

SECTION 7.11. CUSIP Numbers.

The Trust in issuing the Capital Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Property Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders of Capital Securities; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Capital Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Capital Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Sponsor will promptly notify the Property Trustee of any change in the CUSIP numbers.

ARTICLE VIII.
DISSOLUTION OF TRUST

SECTION 8.1. Dissolution of Trust.

(a) The Trust shall automatically dissolve:

(i) upon the bankruptcy of the Sponsor;

(ii) upon the filing of a certificate of dissolution or liquidation or its equivalent with respect to the Sponsor, or the revocation of the Sponsor's charter and the expiration of 90 days after the date of revocation without a reinstatement thereof;

(iii) following the distribution of a Like Amount of the Debentures to the Holders of the Securities pursuant to the terms thereof upon receipt of the following: (A) a written direction from the Sponsor (which direction is optional and, except as otherwise expressly provided below, within the discretion of the Sponsor) while the Debentures are outstanding requiring the Administrative Trustees to dissolve the Trust and distribute a Like Amount of the Debentures to Holders of the Securities; and (B) an opinion of counsel addressed to the Trust, which opinion may rely on published rulings of the Internal Revenue Service, to the effect that the Holders of the Securities will not recognize any gain or loss for United States federal income tax purposes as a result of the dissolution of the Trust and the distribution of the Debentures;

(iv) upon the entry of a decree of judicial dissolution of the Trust by a court of competent jurisdiction;

(v) when all of the Securities shall have been called for redemption and the amounts necessary for redemption thereof shall have been paid to the Holders in accordance with the terms of the Securities;

(vi) upon the repayment of the Debentures or at such time as no Debentures are outstanding;

(vii) the expiration of the term of the Trust provided in Section 3.14; or

(viii) following the distribution of a Like Amount of the Debentures to the Holders of the Securities pursuant to the terms thereof upon receipt of a written notice from the Sponsor that it intends to effect a Special Event Redemption and directing the Administrative Trustees to dissolve the Trust and distribute a Like Amount of the Debentures to the Holders of the Securities.

(b) As soon as is practicable after the occurrence of an event referred to in Section 8.1(a), the Trust shall be wound up pursuant to Section 3808 of the Business Trust Act and the Administrative Trustees shall file a certificate of cancellation with the Secretary of State of the State of Delaware.

(c) The provisions of Section 3.9 and Article X shall survive the dissolution of the Trust.

ARTICLE IX.
TRANSFER OF INTERESTS

SECTION 9.1. Transfer of Securities.

(a) Securities may only be transferred, in whole or in part, in accordance with the terms and conditions set forth in this Trust Agreement and in the terms of the Securities. Any transfer or purported transfer of any Security not made in accordance with this Trust Agreement shall be entirely null and void.

(b) Subject to this Article IX, Capital Securities may only be transferred, in whole or in part, in accordance with the terms and conditions set forth in this Trust Agreement. Any transfer or purported transfer of any security not made in accordance with this Trust Agreement shall be entirely null and void.

(c) Subject to Section 3.15, the Common Securities may not be transferred except to the Sponsor or an Affiliate of the Sponsor, or any of their permitted successors.

(d) The Administrative Trustees shall provide for the registration of Securities and of the transfer of Securities, which will be effected without charge but only upon payment (with such indemnity as the Administrative Trustees may require) in respect of any tax or other governmental charges that may be imposed in relation to it. Upon surrender for registration of transfer of any Securities, the Administrative Trustees shall cause one or more new Securities to be issued in the name of the designated transferee or transferees. Every Security surrendered for registration of transfer shall be accompanied by a written instrument of transfer in form satisfactory to the Administrative Trustees duly executed by the Holder or such Holder's attorney duly authorized in writing. Each Security surrendered for registration of transfer shall be canceled by the Administrative Trustees. A transferee of a Security shall be entitled to the rights and subject to the obligations of a Holder hereunder upon the receipt by such transferee of a Security. By acceptance of a Security, each transferee shall be deemed to have agreed to be bound by this Trust Agreement.

SECTION 9.2. Transfer Procedures and Restrictions.

(a) General. Except as otherwise provided in Section 9.2(b), if

Capital Securities are issued upon the transfer, exchange or replacement of Capital Securities bearing the Restricted Securities Legend set forth in Exhibit A-1 hereto, or if a request is made to remove such Restricted Securities Legend on Capital Securities, the Capital Securities so issued shall bear the Restricted Securities Legend, or the Restricted Securities Legend shall not be removed, as the case may be, unless there is delivered to the Trust and the Property Trustee such satisfactory evidence, which shall include an Opinion of Counsel licensed to practice law in the State of New York, as may be reasonably required by the Sponsor and the Property Trustee, that neither the legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof are made pursuant to an effective registration statement filed with the Commission under the Securities Act or pursuant to an exception from the registration requirements of the Securities Act or, with respect to Restricted Securities, that such Securities are not "restricted" within the meaning of Rule 144. Upon provision of such satisfactory evidence, the Property Trustee, at the written direction of the Trust, shall authenticate and deliver Capital Securities that do not bear the legend.

(b) Transfers After Effectiveness of a Registration Statement.

After the effectiveness of a Registration Statement with respect to any Capital Securities, all requirements pertaining to Securities Act legends on such Capital Securities will cease to apply, and beneficial interests in a Capital Security in global form without legends will be available to transferees of such Capital Securities, upon exchange of the transferring holder's Restricted Definitive Capital Security or directions to transfer such Holder's beneficial interest in the Global Capital Security. No such transfer or exchange of a Restricted Definitive Capital Security or of an interest in the Global Capital Security shall be effective unless the transferor delivers to the Trust a certificate in a form substantially similar to that attached hereto as the "Form of Assignment" in Exhibit A-1. Except as otherwise provided in Section 9.2(m), after the effectiveness of a Registration Statement, the Trust shall issue and the Property Trustee, upon a written order of the Trust signed by one Administrative Trustee, shall authenticate a Global Capital Security without the Restricted Securities Legend (the "Unrestricted Global Capital Security") to deposit with the Clearing Agency to evidence transfers of beneficial interests from the (i) Global Capital Security and (ii) Restricted Definitive Capital Securities.

(c) Transfer and Exchange of Definitive Capital Securities.

When Definitive Capital Securities are presented to the Registrar or co-Registrar

(x) to register the transfer of such Definitive Capital securities or

(y) to exchange such Definitive Capital Securities which became mutilated, destroyed, defaced, stolen or lost, for an equal number of Definitive Capital Securities,

the Registrar or co-Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Definitive Capital Securities surrendered for transfer or exchange:

(i) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Trust and the Registrar or co-Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing; and

(ii) in the case of Definitive Capital Securities that are Restricted Definitive Capital Securities:

(A) if such Restricted Capital Securities are being delivered to the Registrar by a Holder for registration in the name of such Holder, without transfer, a certification from such Holder to that effect; or

(B) if such Restricted Capital Securities are being transferred: (i) a certification from the transferor in a form substantially similar to that attached hereto as the "Form of Assignment" in Exhibit A-1, and (ii) if the Trust or Registrar so requests, evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Restricted Securities Legend.

(d) Restrictions on Transfer of a Definitive Capital Security

for a Beneficial Interest in a Global Capital Security. A Definitive Capital

Security may not be exchanged for a beneficial interest in a Global Capital Security except upon satisfaction of the requirements set forth below. Upon receipt by the Property Trustee of a Definitive Capital Security, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Property Trustee, together with:

(i) if such Definitive Capital Security is a Restricted Capital Security, a written certificate (in a form substantially similar to that attached hereto as the "Form of Assignment" in Exhibit A-1); and

(ii) whether or not such Definitive Capital Security is a Restricted Capital Security, written instructions directing the Property Trustee to make, or to direct the

Clearing Agency to make, an adjustment on its books and records with respect to the appropriate Global Capital Security to reflect an increase in the number of the Capital Securities represented by such Global Capital Security,

then the Property Trustee shall cancel such Definitive Capital Security and cause, or direct the Clearing Agency to cause, the aggregate number of Capital Securities represented by the appropriate Global Capital Security to be increased accordingly. If no Global Capital Securities are then outstanding, the Trust shall issue and the Property Trustee shall authenticate, upon written order of any Administrative Trustee, an appropriate number of Global Capital Securities.

(e) Transfer and Exchange of Global Capital Securities. Subject

to Section 9.02(f), the transfer and exchange of Global Capital Securities or beneficial interests therein shall be effected through the Clearing Agency, in accordance with this Trust Agreement (including applicable restrictions on transfer set forth herein, if any) and the procedures of the Clearing Agency therefor.

(f) Transfer of a Beneficial Interest in a Global Capital

Security for a Definitive Capital Security.

(i) Subject to the provisions of Section 7.3(d), any Person having a beneficial interest in a Global Capital Security may upon request, but only upon 20 days prior notice to the Property Trustee, and if accompanied by the information specified below, upon transfer of such beneficial interest to a person who is an "accredited investor" (as defined in Rule 501(a)(1)(2)(3) or (7) under Regulation D under the Securities Act, exchange such beneficial interest for a Definitive Capital Security representing the same number of Capital Securities. Upon receipt by the Property Trustee from the Clearing Agency or its nominee on behalf of any Person having a beneficial interest in a Global Capital Security of written instructions or such other form of instructions as is customary for the Clearing Agency or the Person designated by the Clearing Agency as having such a beneficial interest in a Restricted Capital Security and a certification from the transferor (in a form substantially similar to that attached hereto as the "Form of Assignment" in Exhibit A-1), which may be submitted by facsimile, then the Property Trustee will cause the aggregate number of Capital Securities represented by Global Capital Securities to be reduced on its books and records and, following such reduction, the Trust will execute and the Property Trustee will authenticate and make available for delivery to the transferee a Definitive Capital Security.

(ii) Definitive Capital Securities issued in exchange for a beneficial interest in a Global Capital Security

pursuant to this Section 9.2(f) shall be registered in such names and in such authorized denominations as the Clearing Agency, pursuant to instructions from its Participants or indirect participants or otherwise, shall instruct the Property Trustee in writing. The Property Trustee shall deliver such Capital Securities to the Persons in whose names such Capital Securities are so registered in accordance with such instructions of the Clearing Agency.

(g) Restrictions on Transfer and Exchange of Global Capital

Securities. Notwithstanding any other provisions of this Trust Agreement

(other than the provisions set forth in subsection (g) of this Section 9.2), a Global Capital Security may not be transferred as a whole except by the Clearing Agency to a nominee of the Clearing Agency or another nominee of the Clearing Agency or by the Clearing Agency or any such nominee to a successor Clearing Agency or a nominee of such successor Clearing Agency.

Until the later of the Release Date and the provision of the certifications required by Section 7.3(d), beneficial interests in any Regulation S Temporary Global Security may be held only through members acting for and on behalf of Euroclear and Cedel.

Beneficial interests in the Rule 144A Global Capital Security may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Permanent Global Capital Security, after the Release Date, only if the transferor first delivers to the Property Trustee a written certificate (in a form substantially similar to that attached hereto as the "Form of Assignment" in Exhibit A-1) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available).

(h) Authentication of Definitive Capital Securities. If at any

time:

(i) there occurs a Default or an Event of Default which is continuing,

(ii) the Trust, in its sole discretion, notifies the Property Trustee in writing that it elects to cause the issuance of Definitive Capital Securities under this Trust Agreement, or

(iii) the Clearing Agency notifies the Sponsor that it is unwilling or unable to continue as Clearing Agency for such Global Capital Security or if at any time such Clearing Agency ceases to be a "clearing agency" registered under the Exchange Act and a Clearing Agency is not appointed by the Sponsor within 90 days of such notice.

then the Trust will execute, and the Property Trustee, upon receipt of a written order of the Trust signed by one Administrative Trustee requesting the authentication and delivery of Definitive Capital Securities to the Persons designated by the Trust, will authenticate and make available for delivery Definitive Capital Securities, equal in number to the number of Capital Securities represented by the Global Capital Securities, in exchange for such Global Capital Securities.

Any Global Capital Security that is transferable to the beneficial owners thereof in the form of certificated Capital Securities pursuant to Section 7.9 shall be surrendered by the Clearing Agency to the Property Trustee located in the Borough of Manhattan, The City of New York, to be so transferred, in whole or from time to time in part, without charge, and the Property Trustee shall authenticate and make available for delivery, upon such transfer of each portion of such Global Capital Security, an equal aggregate Liquidation Amount of Securities of authorized denominations in the form of certificated Capital Securities. Any portion of a Global Capital Security transferred pursuant to this Section shall be registered in such names as the Clearing Agency shall direct. Any Capital Security in the form of certificated Capital Securities delivered in exchange for an interest in the Restricted Global Capital Security shall, except as otherwise provided by Sections 7.3 and 9.1, bear the Restricted Securities Legend set forth in Exhibit A-1 hereto.

In the event of the occurrence of any of the events specified in this Section, the Trust will promptly make available to the Property Trustee a reasonable supply of certificated Capital Securities in fully registered form without distribution coupons.

(i) Legend.

(i) Except as permitted by the following paragraph (ii), each Capital Security certificate evidencing the Global Capital Securities and the Definitive Capital Securities (and all Capital Securities issued in exchange therefor or substitution thereof, except in the Exchange Offer) shall bear a legend (the "Restricted Securities Legend") in substantially the following form:

THE CAPITAL SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAW. NEITHER THIS CAPITAL SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS CAPITAL SECURITY BY ITS ACCEPTANCE HEREOF AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER THIS CAPITAL SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS THREE YEARS AFTER THE LATER OF THE ORIGINAL ISSUANCE DATE HEREOF AND THE LAST DATE ON WHICH THE CORPORATION OR ANY "AFFILIATE" OF THE CORPORATION WAS THE OWNER OF THIS CAPITAL SECURITY (OR ANY PREDECESSOR OF THIS CAPITAL SECURITY) EXCEPT (A) TO THE SPONSOR OR THE TRUST, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) SO LONG AS THIS CAPITAL SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A) (1), (2), (3) OR (7) OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THIS CAPITAL SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, SUBJECT TO THE RIGHT OF THE TRUST AND THE SPONSOR PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (ii) PURSUANT TO CLAUSE (E), TO REQUIRE THAT THE TRANSFEROR DELIVER TO THE TRUST A LETTER FROM THE TRANSFEREE SUBSTANTIALLY IN THE FORM OF ANNEX A TO THE OFFERING MEMORANDUM DATED MARCH 4, 1997. SUCH HOLDER FURTHER AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS CAPITAL SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

and in the case of the Regulation S Global Capital Security:

THIS CAPITAL SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.

In addition, the Regulation S Temporary Global Capital Security shall bear the legends required under Section 7.3(d) hereof.

(ii) Upon any sale or transfer of a Restricted Capital Security (including any Restricted Capital Security represented by a Global Capital Security) pursuant to an effective registration statement under the Securities Act or pursuant to Rule 144 under the Securities Act:

(A) in the case of any Restricted Capital Security that is a Definitive Capital Security, the Registrar shall permit the Holder thereof to exchange such Restricted Capital Security for a Definitive Capital Security that does not bear the Restricted Securities Legend and rescind any restriction on the transfer of such Restricted Capital Security; and

(B) in the case of any Restricted Capital Security that is represented by a Global Capital Security, the Registrar shall permit the Holder of such Global Capital Security to exchange such Global Capital Security for another Global Capital Security that does not bear the Restricted Securities Legend.

(j) Cancellation or Adjustment of Global Capital Security. At

such time as all beneficial interests in a Global Capital Security have either been exchanged for Definitive Capital Securities to the extent permitted by this Trust Agreement or redeemed, repurchased or canceled in accordance with the terms of this Trust Agreement, such Global Capital Security shall be returned to the Clearing Agency for cancellation or retained and canceled by the Property Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Capital Security is exchanged for Definitive Capital Securities, Capital Securities represented by such Global Capital Security shall be reduced and an adjustment shall be made on the books and records of the Clearing Agency to reflect such reduction.

(k) Obligations with Respect to Transfers and Exchanges of

Capital Securities.

(i) To permit registrations of transfers and exchanges, the Trust shall execute and the Property Trustee shall authenticate Definitive Capital Securities and Global Capital Securities at the Registrar's or co-Registrar's request in accordance with the terms of this Trust Agreement.

(ii) Registrations of transfers or exchanges will be effected without charge, but only upon payment (with such indemnity as the Trust or the Sponsor may require) in respect of any tax or other governmental charge that may be imposed in relation to it.

(iii) The Registrar or co-Registrar shall not be required to register the transfer of or exchange of (a) Capital Securities during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption or any notice of selection of Capital Securities for redemption and ending at the close of business on the day of such mailing; or (b) any Capital Security so selected for redemption in whole or in part, except the unredeemed portion of any Capital Security being redeemed in part.

(iv) Prior to the due presentation for registration of transfer of any Capital Security, the Trust, the Property Trustee, the Paying Agent, the Registrar or any co-Registrar may deem and treat the Person in whose name a Capital Security is registered as the absolute Holder of such Capital Security for the purpose of receiving Distributions on such Capital Security and for all other purposes whatsoever, and none of the Trust, the Property Trustee, the Paying Agent, the Registrar or any co-Registrar shall be affected by notice to the contrary.

(v) All Capital Securities issued upon any transfer pursuant to the terms of this Trust Agreement shall evidence the same security and shall be entitled to the same benefits under this Trust Agreement as the Capital Securities surrendered upon such transfer or exchange.

(l) No Obligation of the Property Trustee.

(i) The Property Trustee shall have no responsibility or obligation to any beneficial owner of a Global Capital Security, a Participant in the Clearing Agency or other Person with respect to the accuracy of the records of the Clearing Agency or its nominee or of any Participant thereof, with respect to any ownership interest in the Capital Securities or with respect to the delivery to any Participant, beneficial owner or other Person (other than the Clearing Agency) of any notice (including any notice of

redemption) or the payment of any amount, under or with respect to such Capital Securities. All notices and communications to be given to the Holders and all payments to be made to Holders under the Capital Securities shall be given or made only to or upon the order of the registered Holders (which shall be the Clearing Agency or its nominee in the case of a Global Capital Security). The rights of beneficial owners in any Global Capital Security shall be exercised only through the Clearing Agency subject to the applicable rules and procedures of the Clearing Agency. The Property Trustee may conclusively rely and shall be fully protected in relying upon information furnished by the Clearing Agency or any agent thereof with respect to its Participants and any beneficial owners.

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

(m) Exchange of Series A Capital Securities for Series B Capital

Securities. The Series A Capital Securities may be exchanged for Series B

Securities pursuant to the terms of the Exchange Offer. The Property Trustee shall make the exchange as follows:

The Sponsor shall present the Property Trustee with an Officers' Certificate certifying the following:

(A) upon issuance of the Series B Capital Securities, the transactions contemplated by the Exchange Offer shall have been consummated; and

(B) the number of Series A Capital Securities properly tendered in the Exchange Offer that are represented by a Global Capital Security and the number of Series A Capital Securities properly tendered in the Exchange Offer that are represented by Definitive Capital Securities, the name of each Holder of such Definitive Capital Securities, the liquidation amount of Capital Securities properly tendered in the Exchange Offer by each such Holder and the name and address to which Definitive Capital Securities for Series B Capital Securities shall be registered and sent for each such Holder.

The Property Trustee, upon receipt of (i) such Officers' Certificate, (ii) an Opinion of Counsel (x) to the effect that the Series B Capital Securities have been registered under Section 5 of the Securities Act and the Indenture has been qualified under the Trust Indenture Act and (y) with respect to the matters set forth in Section 3(m) of the Registration Rights Agreement and (iii) a Company Order, shall authenticate (A) a Global Capital Security for Series B Capital Securities in aggregate liquidation amount equal to the aggregate liquidation amount of Series A Capital Securities represented by a Global Capital Security indicated in such Officers' Certificate as having been properly tendered and (B) Definitive Capital Securities representing Series B Capital Securities registered in the names of, and in the liquidation amounts indicated in such Officers' Certificate.

If, upon consummation of the Exchange Offer, less than all the outstanding Series A Capital Securities shall have been properly tendered and not withdrawn, the Property Trustee shall make an endorsement on the Global Capital Security for Series A Capital Securities indicating the reduction in the number and aggregate liquidation amount represented thereby as a result of the Exchange Offer.

The Trust shall deliver such Definitive Capital Securities for Series B Capital Securities to the Holders thereof as indicated in such Officers' Certificate.

(n) Minimum Transfers. Capital Securities may only be

transferred in minimum blocks of \$100,000 aggregate Liquidation Amount and integral multiples of \$1,000 in excess thereof until such Capital Securities are registered pursuant to an effective registration statement filed under the Securities Act or "unrestricted" pursuant to Rule 144 under the Securities Act.

SECTION 9.3. Deemed Security Holders.

The Trustees may treat the Person in whose name any Security shall be registered on the books and records of the Trust as the sole Holder of such Security for purposes of receiving Distributions and for all other purposes whatsoever and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Security on the part of any Person, whether or not the Trust shall have actual or other notice thereof.

SECTION 9.4. Book Entry Interests.

Global Capital Securities shall initially be registered on the books and records of the Trust in the name of Cede & Co., the nominee of the Clearing Agency, and no Beneficial Owner will receive a Definitive Capital Security representing such Beneficial Owner's interests in such Global Capital Securities, except as provided in Section 9.2. Unless and until definitive,

fully registered Capital Securities certificates have been issued to the Beneficial Owners pursuant to Section 9.2:

(a) the provisions of this Section 9.4 shall be in full force and effect;

(b) the Trust and the Trustees shall be entitled to deal with the Clearing Agency for all purposes of this Trust Agreement (including the payment of Distributions on the Global Capital Securities and receiving approvals, votes or consents hereunder) as the Holder of the Capital Securities and the sole holder of the Global Certificates and shall have no obligation to the Beneficial Owners;

(c) to the extent that the provisions of this Section 9.4 conflict with any other provisions of this Trust Agreement, the provisions of this Section 9.4 shall control; and

(d) the rights of the Beneficial Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Beneficial Owners and the Clearing Agency and/or the Participants and receive and transmit payments of Distributions on the Global Certificates to such Participants. DTC will make book entry transfers among the Participants.

SECTION 9.5. Notices to Clearing Agency.

Whenever a notice or other communication to the Capital Security Holders is required under this Trust Agreement, the Trustees shall give all such notices and communications specified herein to be given to the Holders of Global Capital Security to the Clearing Agency, and shall have no notice obligations to the Beneficial Owners.

SECTION 9.6. Appointment of Successor Clearing Agency.

If any Clearing Agency elects to discontinue its services as securities depository with respect to the Capital Securities, the Administrative Trustees may, in their sole discretion, appoint a successor Clearing Agency with respect to such Capital Securities.

ARTICLE X.
LIMITATION OF LIABILITY OF
HOLDERS OF SECURITIES, TRUSTEES OR OTHERS

SECTION 10.1. Liability.

(a) Except as expressly set forth in this Trust Agreement, the Securities Guarantees and the terms of the Securities, the Sponsor shall not be:

(i) personally liable for the return of any portion of the capital contributions (or any return thereon) of the Holders of the Securities, which shall be made solely from assets of the Trust; and

(ii) required to pay to the Trust or to any Holder of Securities any deficit upon dissolution of the Trust or otherwise.

(b) The Sponsor shall be liable for all of the debts and obligations of the Trust (other than with respect to the Securities) to the extent not satisfied out of the Trust's assets.

(c) Pursuant to (S) 3803(a) of the Business Trust Act, the Holders of the Capital Securities shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware.

SECTION 10.2. Exculpation.

(a) No Indemnified Person shall be liable, responsible or accountable for damages or otherwise to the Trust or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith on behalf of the Trust and in a manner such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Trust Agreement or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's gross negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Trust and upon such information, opinions, reports or statements presented to the Trust by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Trust, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders of Securities might properly be paid.

SECTION 10.3. Fiduciary Duty.

(a) To the extent that, at law or in equity, an Indemnified Person has duties (including fiduciary duties) and liabilities relating thereto to the Trust or to any other Covered Person, an Indemnified Person acting under this Trust Agreement shall not be liable to the Trust or to any other Covered Person for its good faith reliance on the provisions of this Trust

Agreement. The provisions of this Trust Agreement, to the extent that they restrict the duties and liabilities of an Indemnified Person otherwise existing at law or in equity (other than the duties imposed on the Property Trustee under the Trust Indenture Act), are agreed by the parties hereto to replace such other duties and liabilities of such Indemnified Person.

(b) Unless otherwise expressly provided herein:

(i) whenever a conflict of interest exists or arises between any Covered Persons; or

(ii) whenever this Trust Agreement or any other agreement contemplated herein provides that an Indemnified Person shall act in a manner that is, or provides terms that are, fair and reasonable to the Trust or any Holder of Securities,

the Indemnified Person shall resolve such conflict of interest, take such action or provide such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Indemnified Person, the resolution, action or term so made, taken or provided by the Indemnified Person shall not constitute a breach of this Trust Agreement or any other agreement contemplated herein or of any duty or obligation of the Indemnified Person at law or in equity or otherwise.

(c) Whenever in this Trust Agreement an Indemnified Person is permitted or required to make a decision:

(i) in its "discretion" or under a grant of similar authority, the Indemnified Person shall be entitled to consider such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Trust or any other Person; or

(ii) in its "good faith" or under another express standard, the Indemnified Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Trust Agreement or by applicable law.

SECTION 10.4. Indemnification.

(a)(i) The Sponsor shall indemnify, to the full extent permitted by law, any Company Indemnified Person who was or is a party or is threatened to be made a party to or otherwise becomes involved in any threatened, pending or completed action, suit or

proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that he is or was a Company Indemnified Person against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Company Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Trust, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(ii) The Sponsor shall indemnify, to the full extent permitted by law, any Company Indemnified Person who was or is a party or is threatened to be made a party to or otherwise becomes involved in any threatened, pending or completed action or suit by or in the right of the Trust to procure a judgment in its favor by reason of the fact that he is or was a Company Indemnified Person, against expenses (including attorneys' fees and expenses) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Trust and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such Company Indemnified Person shall have been adjudged to be liable to the Trust unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

(iii) To the extent that a Company Indemnified Person shall be successful on the merits or otherwise (including dismissal of an action without prejudice or the settlement of an action without admission of liability) in defense of any action, suit or proceeding referred to in paragraphs (i) and (ii) of this Section 10.4(a), or in defense of any claim, issue or matter

therein, he shall be indemnified, to the full extent permitted by law, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(iv) Any indemnification under paragraphs (i) and (ii) of this Section 10.4(a) (unless ordered by a court) shall be made by the Sponsor only as authorized in the specific case upon a determination that indemnification of the Company Indemnified Person is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (i) and (ii). Such determination shall be made (1) by the Administrative Trustees, by a majority vote of a quorum consisting of such Administrative Trustees who were not parties to such action, suit or proceeding, (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Administrative Trustees so directs, by independent legal counsel in a written opinion, or (3) by the Holder of the Common Securities.

(v) Expenses (including attorneys' fees and expenses) incurred by a Company Indemnified Person in defending or participating in a civil, criminal, administrative or investigative action, suit or proceeding referred to in paragraphs (i) and (ii) of this Section 10.4(a) shall be paid by the Sponsor in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Company Indemnified Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Sponsor as authorized in this Section 10.4(a). Notwithstanding the foregoing, no advance shall be made by the Sponsor if a determination is reasonably and promptly made (i) by the Administrative Trustees, by a majority vote of a quorum of disinterested Administrative Trustees, (ii) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Administrative Trustees so directs, by legal counsel in a written opinion or (iii) the Holder of the Common Securities, that, based upon the facts known to the Administrative Trustees, counsel or the Holder of the Common Securities at the time such determination is made, such Company Indemnified Person acted in bad faith or in a manner that such Person did not reasonably believe to be in or not opposed to the best interests of the Trust, or, with respect to any criminal proceeding, that such Company Indemnified Person believed or had reasonable cause to believe his conduct was unlawful. In no event shall any advance be made in instances where any Administrative Trustee, experienced legal counsel or Holder of the Common Securities reasonably

determines that such Person deliberately breached his duty to the Trust or the Holders of the Common Securities or of the Capital Securities.

(vi) The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Section 10.4(a) shall not be deemed exclusive of any other rights to which those seeking indemnification and advancement of expenses may be entitled under any agreement, vote of stockholders or disinterested directors of the Sponsor or Holders of the Common Securities or Capital Securities of the Trust or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office. All rights to indemnification under this Section 10.4(a) shall be deemed to be provided by a contract between the Sponsor and each Company Indemnified Person who serves in such capacity at any time while this Section 10.4(a) is in effect. Any repeal or modification of this Section 10.4(a) shall not affect any rights or obligations then existing.

(vii) The Sponsor or the Trust may purchase and maintain insurance on behalf of any Person who is or was a Company Indemnified Person against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Sponsor would have the power to indemnify him against such liability under the provisions of this Section 10.4(a).

(viii) For purposes of this Section 10.4(a), references to "the Trust" shall include, in addition to the resulting or surviving entity, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger, so that any Person who is or was a director, trustee, officer or employee of such constituent entity, or is or was serving at the request of such constituent entity as a director, trustee, officer, employee or agent of another entity, shall stand in the same position under the provisions of this Section 10.4(a) with respect to the resulting or surviving entity as he would have with respect to such constituent entity if its separate existence had continued.

(ix) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 10.4(a) shall, unless otherwise provided when authorized or ratified, continue as to a Person who has ceased to be a Company Indemnified Person and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(b) The Sponsor agrees to indemnify the (i) Property Trustee, (ii) the Delaware Trustee, (iii) any Affiliate of the Property Trustee and the Delaware Trustee, and (iv) any officers, directors, shareholders, members, partners, employees' representatives, custodians, nominees or agents of the Property Trustee and the Delaware Trustee (each of the Persons in (i) through (iv) being referred to as a "Fiduciary Indemnified Person") for, and to hold each Fiduciary Indemnified Person harmless against, any and all loss, liability, damage, claim or expense including taxes (other than taxes based on the income of such Fiduciary Indemnified Person) incurred without gross negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 10.4(b) shall survive the satisfaction and discharge of this Trust Agreement.

SECTION 10.5. Outside Businesses.

Any Covered Person, the Sponsor, the Delaware Trustee and the Property Trustee may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Trust, and the Trust and the Holders of Securities shall have no rights by virtue of this Trust Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Trust, shall not be deemed wrongful or improper. No Covered Person, the Sponsor, the Delaware Trustee, or the Property Trustee shall be obligated to present any particular investment or other opportunity to the Trust even if such opportunity is of a character that, if presented to the Trust, could be taken by the Trust, and any Covered Person, the Sponsor, the Delaware Trustee and the Property Trustee shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment or other opportunity. Any Covered Person, the Delaware Trustee and the Property Trustee may engage or be interested in any financial or other transaction with the Sponsor or any Affiliate of the Sponsor, or may act as depository for, trustee or agent for, or act on any committee or body of holders of, securities or other obligations of the Sponsor or its Affiliates.

ARTICLE XI.
ACCOUNTING

SECTION 11.1. Fiscal Year.

The fiscal year ("Fiscal Year") of the Trust shall be the calendar year, or such other year as is required by the Code.

SECTION 11.2. Certain Accounting Matters.

(a) At all times during the existence of the Trust, the Administrative Trustees shall keep, or cause to be kept, full books of account, records and supporting documents, which shall reflect in reasonable detail, each transaction of the Trust. The books of account shall be maintained on the accrual method of accounting, in accordance with generally accepted accounting principles, consistently applied. The Trust shall use the accrual method of accounting for United States federal income tax purposes. The books of account and the records of the Trust shall be examined by and reported upon as of the end of each Fiscal Year of the Trust by a firm of independent certified public accountants selected by the Administrative Trustees.

(b) The Administrative Trustees shall cause to be prepared and delivered to each of the Holders of Securities, within 90 days after the end of each Fiscal Year of the Trust, annual financial statements of the Trust, including a balance sheet of the Trust as of the end of such Fiscal Year, and the related statements of income or loss.

(c) The Administrative Trustees shall cause to be duly prepared and delivered to each of the Holders of Securities, any annual United States federal income tax information statement, required by the Code, containing such information with regard to the Securities held by each Holder as is required by the Code and the Treasury Regulations. Notwithstanding any right under the Code to deliver any such statement at a later date, the Administrative Trustees shall endeavor to deliver all such information statements within 30 days after the end of each Fiscal Year of the Trust.

(d) The Administrative Trustees shall cause to be duly prepared and filed with the appropriate taxing authority, an annual United States federal income tax return, on a Form 1041 or such other form required by United States federal income tax law, and any other annual income tax returns required to be filed by the Administrative Trustees on behalf of the Trust with any state or local taxing authority.

SECTION 11.3. Banking.

The Trust shall maintain one or more bank accounts in the name and for the sole benefit of the Trust; provided, however, that all payments

of funds in respect of the Debentures

held by the Property Trustee shall be made directly to the Property Trustee Account and no other funds of the Trust shall be deposited in the Property Trustee Account. The sole signatories for such accounts shall be designated by the Administrative Trustees; provided, however, that the Property Trustee shall designate the signatories for the Property Trustee Account.

SECTION 11.4. Withholding.

The Trust and the Administrative Trustees shall comply with all withholding requirements under United States federal, state and local law. The Trust shall request, and the Holders shall provide to the Trust, such forms or certificates as are necessary to establish an exemption from withholding with respect to each Holder, and any representations and forms as shall reasonably be requested by the Trust to assist it in determining the extent of, and in fulfilling, its withholding obligations. The Administrative Trustees shall file required forms with applicable jurisdictions and, unless an exemption from withholding is properly established by a Holder, shall remit amounts withheld with respect to the Holder to applicable jurisdictions. To the extent that the Trust is required to withhold and pay over any amounts to any authority with respect to Distributions or allocations to any Holder, the amount withheld shall be deemed to be a Distribution in the amount of the withholding to the Holder. In the event of any claimed over withholding, Holders shall be limited to an action against the applicable jurisdiction. If the amount required to be withheld was not withheld from actual Distributions made, the Trust may reduce subsequent Distributions by the amount of such withholding.

ARTICLE XII.
AMENDMENTS AND MEETINGS

SECTION 12.1. Amendments.

(a) Except as otherwise provided in this Trust Agreement or by any applicable terms of the Securities, this Trust Agreement may only be amended by a written instrument approved and executed by:

(i) the Administrative Trustees (or if there are more than two Administrative Trustees, a majority of the Administrative Trustees);

(ii) if the amendment affects the rights, powers, duties, obligations or immunities of the Property Trustee, the Property Trustee; and

(iii) if the amendment affects the rights, powers, duties, obligations or immunities of the Delaware Trustee, the Delaware Trustee.

(b) No amendment shall be made, and any such purported amendment shall be void and ineffective:

(i) unless, in the case of any proposed amendment, the Property Trustee shall have first received an Officers' Certificate from each of the Trust and the Sponsor that such amendment is permitted by, and conforms to, the terms of this Trust Agreement (including the terms of the Securities);

(ii) unless, in the case of any proposed amendment which affects the rights, powers, duties, obligations or immunities of the Property Trustee, the Property Trustee shall have first received:

(A) an Officers' Certificate from each of the Trust and the Sponsor that such amendment is permitted by, and conforms to, the terms of this Trust Agreement (including the terms of the Securities); and

(B) an opinion of counsel (who may be counsel to the Sponsor or the Trust) that such amendment is permitted by, and conforms to, the terms of this Trust Agreement (including the terms of the Securities),

provided, however, that the Property Trustee shall not be required to

sign any such amendment, and

(iii) to the extent the result of such amendment would be to:

(A) cause the Trust to fail to continue to be classified for purposes of United States federal income taxation as a grantor trust;

(B) reduce or otherwise adversely affect the powers of the Property Trustee in contravention of the Trust Indenture Act; or

(C) cause the Trust to be deemed to be an Investment Company required to be registered under the Investment Company Act;

(c) At such time after the Trust has issued any Securities that remain outstanding, any amendment that would adversely affect the rights, privileges or preferences of any Holder of Securities may be effected only with such additional requirements as may be set forth in the terms of such Securities;

(d) Section 9.1(c) and this Section 12.1 shall not be amended without the consent of all of the Holders of the Securities;

(e) Article Four shall not be amended without the consent of the Holders of a Majority in Liquidation Amount of the Common Securities, and;

(f) The rights of the Holders of the Common Securities under Article Five to increase or decrease the number of, and appoint and remove Trustees, shall not be amended without the consent of the Holders of a Majority in Liquidation Amount of the Common Securities; and

(g) Notwithstanding Section 12.1(c), this Trust Agreement may be amended by the Property Trustee, the Administrative Trustees and the Sponsor without the consent of the Holders of the Securities to:

(i) cure any ambiguity, correct or supplement any provision in this Trust Agreement that may be inconsistent with any other provision of this Trust Agreement or to make any other provisions with respect to matters or questions arising under this Trust Agreement which shall not be inconsistent with the other provisions of the Trust Agreement; and

(ii) to modify, eliminate or add to any provisions of this Trust Agreement to such extent as shall be necessary to ensure that the Trust will be classified for United States federal income tax purposes as a grantor trust at all times that any Securities are outstanding or to ensure that the Trust will not be required to register as an Investment Company under the Investment Company Act;

provided, however, that in the case of clause (i), such action shall not

- -----

adversely affect in any material respect the interests of the Holders of the Securities, and any amendments of this Trust Agreement shall become effective when notice thereof is sent to the Holders of the Securities.

SECTION 12.2. Meetings of the Holders of Securities; Action by Written Consent.

(a) Meetings of the Holders of any class of Securities may be called at any time by the Administrative Trustees (or as provided in the terms of the Securities) to consider and act on any matter on which Holders of such class of Securities are entitled to act under the terms of this Trust Agreement, the terms of the Securities or the rules of any stock exchange or similar organization on which the Capital Securities are listed or admitted for trading. The Administrative Trustees shall call a meeting of the Holders of such class if directed to do so by the Holders of at least 30% in Liquidation Amount of such class of Securities. Such direction shall be given by delivering to the Administrative Trustees one or more notices in a writing stating that the signing Holders of Securities wish to call a meeting and indicating the general or specific purpose for which

the meeting is to be called. Any Holders of Securities calling a meeting shall specify in writing the Security Certificates held by the Holders of Securities exercising the right to call a meeting and only those Securities specified shall be counted for purposes of determining whether the required percentage set forth in the second sentence of this paragraph has been met.

(b) Except to the extent otherwise provided in the terms of the Securities, the following provisions shall apply to meetings of Holders of Securities:

(i) notice of any such meeting shall be given to all the Holders of Securities having a right to vote thereat at least seven days and not more than 60 days before the date of such meeting. Whenever a vote, consent or approval of the Holders of Securities is permitted or required under this Trust Agreement or the rules of any stock exchange on which the Capital Securities are listed or admitted for trading, such vote, consent or approval may be given at a meeting of the Holders of Securities. Any action that may be taken at a meeting of the Holders of Securities may be taken without a meeting if a consent or consents in writing setting forth the action so taken is signed by the Holders of Securities owning not less than the minimum amount of Securities in Liquidation Amount that would be necessary to authorize or take such action at a meeting at which all Holders of Securities having a right to vote thereon were present and voting. Prompt notice of the taking of action without a meeting shall be given to the Holders of Securities entitled to vote who have not consented in writing. The Administrative Trustees may specify that any written ballot submitted to the Security Holder for the purpose of taking any action without a meeting shall be returned to the Trust within the time specified by the Administrative Trustees;

(ii) each Holder of a Security may authorize any Person to act for it by proxy on all matters in which a Holder of Securities is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Holder of Securities executing it. Except as otherwise provided herein, all matters relating to the giving, voting or validity of proxies shall be governed by the General Corporation Law of the State of Delaware relating to proxies, and judicial interpretations thereunder, as if the Trust were a Delaware corporation and the Holders of the Securities were stockholders of a Delaware corporation;

(iii) each meeting of the Holders of the Securities shall be conducted by the Administrative Trustees or by such

other Person that a majority of the Administrative Trustees may designate;
and

(iv) unless the Business Trust Act, this Trust Agreement, the terms of the Securities, the Trust Indenture Act or the listing rules of any stock exchange or similar organization on which the Capital Securities are then listed or trading, otherwise provides, the Administrative Trustees, in their sole discretion, shall establish all other provisions relating to meetings of Holders of Securities, including notice of the time, place or purpose of any meeting at which any matter is to be voted on by any Holders of Securities, waiver of any such notice, action by consent without a meeting, the establishment of a record date, quorum requirements, voting in person or by proxy or any other matter with respect to the exercise of any such right to vote.

ARTICLE XIII.
REPRESENTATIONS OF PROPERTY TRUSTEE
AND DELAWARE TRUSTEE

SECTION 13.1. Representations and Warranties of Property Trustee.

The Trustee that acts as initial Property Trustee represents and warrants to the Trust and to the Sponsor at the date of this Trust Agreement, and each Successor Property Trustee represents and warrants to the Trust and the Sponsor at the time of the Successor Property Trustee's acceptance of its appointment as Property Trustee that:

(a) The Property Trustee is a New York banking corporation with trust powers and authority to execute and deliver, and to carry out and perform its obligations under the terms of, this Trust Agreement;

(b) The execution, delivery and performance by the Property Trustee of the Trust Agreement has been duly authorized by all necessary corporate action on the part of the Property Trustee. The Trust Agreement has been duly executed and delivered by the Property Trustee and constitutes a legal, valid and binding obligation of the Property Trustee, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium, insolvency, and other similar laws affecting creditors' rights generally and to general principles of equity and the discretion of the court (regardless of whether the enforcement of such remedies is considered in a proceeding in equity or at law);

(c) The execution, delivery and performance of this Trust Agreement by the Property Trustee does not conflict with or constitute a breach of the charter or by-laws of the Property Trustee; and

(d) No consent, approval or authorization of, or registration with or notice to, any New York State or federal banking authority is required for the execution, delivery or performance by the Property Trustee of this Trust Agreement.

SECTION 13.2. Representations and Warranties of Delaware Trustee.

The Trustee that acts as initial Delaware Trustee represents and warrants to the Trust and to the Sponsor at the date of this Trust Agreement, and each Successor Delaware Trustee represents and warrants to the Trust and the Sponsor at the time of the Successor Delaware Trustee's acceptance of its appointment as Delaware Trustee that:

(a) The Delaware Trustee is duly organized, validly existing and in good standing under the laws of the State of Delaware, with trust power and authority to execute and deliver, and to carry out and perform its obligations under the terms of, this Trust Agreement:

(b) The execution, delivery and performance by the Delaware Trustee of this Trust Agreement has been duly authorized by all necessary corporate action on the part of the Delaware Trustee. This Trust Agreement has been duly executed and delivered by the Delaware Trustee and constitutes a legal, valid and binding obligation of the Delaware Trustee, enforceable against it in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium, insolvency, and other similar laws affecting creditors' rights generally and to general principles of equity and the discretion of the court (regardless of whether the enforcement of such remedies is considered in a proceeding in equity or at law);

(c) The execution, delivery and performance of this Trust Agreement by the Delaware Trustee does not conflict with or constitute a breach of the charter or by-laws of the Delaware Trustee; and

(d) No consent, approval or authorization of, or registration with or notice to, any banking authority is required for the execution, delivery or performance by the Delaware Trustee of this Trust Agreement; and

(e) The Delaware Trustee is a natural Person who is a resident of the State of Delaware or, if not a natural Person, an entity which has its principal place of business in the State of Delaware.

ARTICLE XIV.
REGISTRATION RIGHTS

Section 14.1. Registration Rights Agreement; Liquidated Damages.

The Holders of the Capital Securities, the Debentures and the Capital Securities Guarantee are entitled to the benefits of the Registration Rights Agreement.

ARTICLE XV.
MISCELLANEOUS

SECTION 15.1. Notices.

All notices provided for in this Trust Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) if given to the Trust, in care of the Administrative Trustees at the Trust's mailing address set forth below (or such other address as the Trust may give notice of to the Holders of the Securities):

c/o The Bank of New York
101 Barclay Street, 21-W
New York, NY 10286
Attention: Corporate Trust Administration

with a copy to:

RenaissanceRe Holdings Ltd.
Renaissance House
8-12 East Broadway
Pembroke HM 19 Bermuda
Attention: Keith S. Hynes

with a copy to:

Willkie Farr & Gallagher
One Citicorp Center
153 East 53rd Street
New York, New York 10022-4677
Attention: John F. D'Alimonte, Esq.

(b) if given to the Delaware Trustee, at the mailing address set forth below (or such other address as Delaware Trustee may give notice of to the Holders of the Securities):

The Bank of New York (Delaware)
White Clay Center, Route 373
Newark, Delaware 19711
Attention: Corporate Trust Administration

(c) if given to the Property Trustee, at the Property Trustee's mailing address set forth below (or such other address as the Property Trustee may give notice of to the Holders of the Securities):

The Bank of New York
101 Barclay Street, 21-W
New York, New York 10286
Attention: Corporate Trust Administration

(d) if given to the Holder of the Common Securities, at the mailing address of the Sponsor set forth below (or such other address as the Holder of the Common Securities may give notice to the Trust):

c/o RenaissanceRe Holdings Ltd.
Renaissance House
8-12 East Broadway
Pembroke HM 19 Bermuda
Attention: Keith S. Hynes
Administrative Trustee

(e) if given to any other Holder, at the address set forth on the books and records of the Trust.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 15.2. Governing Law.

THIS TRUST AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND ALL RIGHTS AND REMEDIES SHALL BE GOVERNED BY SUCH LAWS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THEREOF.

SECTION 15.3. Intention of the Parties.

It is the intention of the parties hereto that the Trust be classified for United States federal income tax purposes as a grantor trust. The provisions of this Trust Agreement shall be interpreted to further this intention of the parties.

SECTION 15.4. Headings.

Headings contained in this Trust Agreement are inserted for convenience of reference only and do not affect the interpretation of this Trust Agreement or any provision hereof.

SECTION 15.5. Successors and Assigns.

Whenever in this Trust Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included, and all covenants and agreements in this Trust Agreement by the Sponsor and the Trustees shall bind and inure to the benefit of their respective successors and assigns, whether so expressed.

SECTION 15.6. Partial Enforceability.

If any provision of this Trust Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Trust Agreement, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

SECTION 15.7. Counterparts.

This Trust Agreement may contain more than one counterpart of the signature page and this Trust Agreement may be executed by the affixing of the signature of each of the Trustees to one of such counterpart signature pages. All of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the day and year first above written.

/s/ Keith S. Hynes

Keith S. Hynes, as
Administrative Trustee

/s/ John D. Nichols

John D. Nichols, Jr., as
Administrative Trustee

/s/ Martin Merritt

Martin Merritt, as
Administrative Trustee

THE BANK OF NEW YORK (DELAWARE),
as Delaware Trustee

By: /s/ Mary Jane Morrissey

Name: Mary Jane Morrissey
Title: Authorized Signatory

THE BANK OF NEW YORK,
as Property Trustee

By: /s/ Byron Merino

Name: Byron Merino
Title: Assistant Treasurer

RENAISSANCERE HOLDINGS LTD.,
as Sponsor

By: /s/ Keith S. Hynes

Name: Keith S. Hynes
Title: Senior Vice President and Chief
Financial Officer

ANNEX I

TERMS OF
8.54% SERIES A/SERIES B CAPITAL SECURITIES
8.54% COMMON SECURITIES

Pursuant to Section 7.1 of the Amended and Restated Declaration of Trust, dated as of March 7, 1997 (as amended from time to time, the "Trust Agreement"), the designation, rights, privileges, restrictions, preferences and other terms and provisions of the Capital Securities and the Common Securities (collectively, the "Securities") are set out below (each capitalized term used but not defined herein has the meaning set forth in the Trust Agreement or, if not defined in such Trust Agreement, as defined in the Indenture or the Offering Memorandum dated March 4, 1997 of the Trust and the Sponsor relating to the Securities):

1. Designation and Number.

(a) Capital Securities. 100,000 Series A Capital Securities of the

Trust and 100,000 Series B Capital Securities of the Trust, each such series, with an aggregate Liquidation Amount with respect to the assets of the Trust of one hundred million dollars \$100,000,000, and with a Liquidation Amount with respect to the assets of the Trust of \$1,000 per security, are hereby designated for the purposes of identification only as "8.54% Series A Capital Securities" and "8.54% Series B Capital Securities," respectively (collectively, the "Capital Securities"). Upon consummation of the Exchange Offer the Series B Capital Securities may be issued and shall be identical in all respects to the series of Capital Securities issued at the Closing Time except that such Capital Securities will not be subject to (i) the transfer restrictions under the Securities Act contained in the series of Capital Securities issued at the Closing Time (except Private Exchange Securities (as defined in the Registration Rights Agreement), which may be subject to such restrictions), (ii) the \$100,000 minimum Liquidation Amount transfer restriction set forth in Section 9.2(n) of the Trust Agreement or (iii) any increase in the Distribution rate thereon under the Registration Rights Agreement as Liquidated Damages. The certificates evidencing the Capital Securities shall be substantially in the form of Exhibit A-1 to the Trust Agreement, with such changes and additions thereto or deletions therefrom as may be required by ordinary usage, custom or practice or to conform to the rules of any stock exchange or quotation system on which the Capital Securities are listed or quoted.

(b) Common Securities. 3,092.78351 Common Securities of the Trust

with an aggregate Liquidation Amount with respect to the assets of the Trust of three million ninety-two thousand seven hundred and eighty-three dollars and fifty-one cents (\$3,092,783.51) and a Liquidation Amount with respect to the assets of the Trust of \$1,000 per Security, are hereby designated

for the purposes of identification only as "8.54% Common Securities" (the "Common Securities"). The certificates evidencing the Common Securities shall be substantially in the form of Exhibit A-2 to the Trust Agreement, with such changes and additions thereto or deletions therefrom as may be required by ordinary usage, custom or practice.

2. Distributions.

(a) Distributions payable on each Security will be fixed at a rate per annum of 8.54% (the "Coupon Rate") of the Liquidation Amount of \$1,000 per Security (the "Liquidation Amount"), such rate being the rate of interest payable on the Debentures to be held by the Property Trustee. Distributions in arrears for more than one semi-annual period will bear additional distributions thereon compounded semi-annually at the Coupon Rate (to the extent permitted by applicable law). Pursuant to the Registration Rights Agreement, in certain limited instances the Debenture Issuer will be required to pay Liquidated Damages (as defined in the Registration Rights Agreement) with respect to the Debentures. The term "Distributions", as used herein, includes distributions of any such Liquidated Damages unless otherwise stated. A Distribution is payable only to the extent that payments are made in respect of the Debentures held by the Property Trustee and to the extent the Property Trustee has funds on hand legally available therefor.

(b) Distributions on the Securities will be cumulative, will accumulate from the most recent date to which Distributions have been paid or, if no Distributions have been paid, from March 7, 1997, and will be payable semi-annually in arrears on March 1 and September 1 of each year, commencing on September 1, 1997, except as otherwise described below. The amount of Distributions payable for any period will be computed on the basis of a 360-day year consisting of twelve 30-day months and for any period of less than a full calendar month on the basis of the actual number of days elapsed in such month. If any date on which Distributions are payable on the Securities is not a Business Day, then payment of the Distribution payable on such date shall be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay), with the same force and effect as if made on such date (each date on which Distributions are payable in accordance with the foregoing, a "Distribution Date").

So long as no Event of Default has occurred and is continuing under the Indenture, the Debenture Issuer has the right under the Indenture to defer payments of interest by extending the interest payment period at any time and from time to time on the Debentures for a period not exceeding 10 consecutive semi-annual periods, (each an "Extension Period"), provided that no Extension Period shall extend beyond the Maturity (as defined in Section 4(a) below) of the Debentures. Upon any such election, Distributions will be deferred during

such Extension Period. Notwithstanding such deferral, Distributions to which holders of Securities are entitled shall continue to accumulate additional Distributions thereon (to the extent permitted by applicable law but not at a rate greater than the rate at which interest is then accruing on the Debentures) at the Coupon Rate compounded semi-annually from the relevant Distribution Dates during any such Extension Period. Prior to the expiration of any Extension Period, the Debenture Issuer may further defer payments of interest by further extending such Extension Period; provided that such Extension Period, together

with all such previous and further extensions of such Extension Period, may not exceed 10 consecutive semi-annual periods, or extend beyond the Maturity of the Debentures. Upon the expiration of any Extension Period and the payment of all amounts then due, the Debenture Issuer may commence a new Extension Period, subject to the above requirements. The Property Trustee shall provide notice of the Debenture Issuer's election to begin or extend an Extension Period to the Holders of Securities.

(c) Distributions on the Securities will be payable to the Holders thereof as they appear in the records of the Trust on the February 15 or August 15 preceding the relevant Distribution Date. Subject to any applicable laws and regulations and the provisions of the Trust Agreement, each such payment in respect of the Capital Securities will be made as described under the heading "Description of the Capital Securities -- Form, Denomination, Book-Entry Procedures and Transfer" in the Offering Memorandum dated March 4, 1997, of the Debenture Issuer and the Trust. At the option of the Property Trustee, Distributions payable on any Securities that are not punctually paid on any Distribution Date will cease to be payable to the Holder on the relevant record date, and such defaulted Distribution will instead be payable to the Holder in whose name such Securities are registered on a special record date selected by the Property Trustee for such purpose.

(d) In the event that there is any money or other property held by or for the Trust that is not accounted for hereunder, such property shall be distributed Pro Rata (as defined herein) pursuant to Section 8 among the Holders of the Securities.

3. Liquidation Distribution Upon Dissolution.

In the event of any dissolution or termination of the Trust or the Sponsor otherwise gives notice of its election to liquidate the Trust pursuant to Section 8.1(a)(iii) of the Trust Agreement, the Trust shall be liquidated by the Administrative Trustees as expeditiously as the Administrative Trustees determine to be possible by distributing, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, to the Holders of the Securities a Like Amount (as defined below) of the Debentures, unless such distribution is determined by the Property Trustee not to be practicable, in which event such Holders will be entitled to receive out of the assets of the

Trust legally available for distribution to Holders, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, an amount equal to the aggregate of the Liquidation Amount plus accumulated and unpaid Distributions thereon to the date of payment (such amount being the "Liquidation Distribution").

"Like Amount" means (i) with respect to a redemption of the Securities, Securities having a Liquidation Amount equal to the principal amount of Debentures to be paid in accordance with their terms and (ii) with respect to a distribution of Debentures upon the liquidation of the Trust, Debentures having a principal amount equal to the Liquidation Amount of the Securities of the Holder to whom such Debentures are distributed.

If, upon any such liquidation, the Liquidation Distribution can be paid only in part because the Trust has insufficient assets on hand legally available to pay in full the aggregate Liquidation Distribution, then the amounts payable directly by the Trust on the Securities shall be paid on a Pro Rata basis as set forth in Section 8 hereof.

4. Redemption and Distribution.

(a) Upon the repayment of the Debentures on the Stated Maturity Date thereof or prepayment thereof (in whole or in part) prior thereto (such Stated Maturity Date or prior date of redemption, the "Maturity") in accordance with the terms thereof, the proceeds from such repayment or prepayment shall be simultaneously applied by the Property Trustee, to redeem a Like Amount of the Securities at a redemption price equal to (i) in the case of the repayment of the Debentures on the Stated Maturity Date, the Maturity Redemption Price (as defined below), (ii) in the case of the optional prepayment of the Debentures upon the occurrence and continuation of a Special Event, the Special Event Redemption Price (as defined below) and (iii) in the case of the optional prepayment of the Debentures other than as a result of the occurrence and continuance of a Special Event, the Optional Redemption Price (as defined below). The Maturity Redemption Price, the Special Event Redemption Price and the Optional Redemption Price are referred to collectively as the "Redemption Price".

(b) (i) The "Maturity Redemption Price", with respect to a redemption of Securities, shall mean an amount equal to the principal of and accrued interest on the Debentures as of the Stated Maturity Date thereof.

(ii) "Special Event Redemption Price" shall mean a price equal to the greater of (i) 100% of the Liquidation Amount of Securities to be redeemed or (ii) the sum, as determined by a Quotation Agent, of the present values of the remaining scheduled payments of principal and interest on the Debentures to March 1, 2007 (the first date on which the Debentures are subject to

optional prepayment), discounted to the prepayment date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus, in each case, accumulated and unpaid Distributions thereon, if any, to the date of such prepayment.

(iii) "Optional Redemption Price" shall mean a price equal to the percentage of the Liquidation Amount of Securities to be redeemed plus accumulated and unpaid Distributions thereon, if any, to the date of such redemption if redeemed during the 12-month period beginning March 1 of the years indicated below.

Year	Percentage
----	-----
2007	104.270%
2008	103.843%
2009	103.416%
2010	102.989%
2011	102.562%
2012	102.135%
2013	101.708%
2014	101.281%
2015	100.854%
2016	100.427%
2017 and thereafter	100.000%

(c) On and from the date fixed by the Administrative Trustees for any distribution of Debentures and liquidation of the Trust: (i) the Securities will no longer be deemed to be outstanding, (ii) each Holder of Securities will receive a registered certificate or certificates representing the Debentures to be delivered upon such distribution and (iii) Securities will be deemed to represent beneficial interests in a Like Amount of Debentures, and bearing accrued and unpaid interest in an amount equal to the accumulated and unpaid Distributions on such Securities, until such Certificates are presented to the Debenture Issuer or its agent for cancellation, transfer or reissue.

(d) The Trust may not redeem fewer than all the outstanding Securities unless all accumulated and unpaid Distributions have been paid on all Securities for all semi-annual Distribution periods that expire on or before the date of redemption.

(e) The procedure with respect to redemptions or distributions of Debentures shall be as follows:

(i) Notice of any redemption, Extension Period or notice of distribution of Debentures will be given by the Trust by mail to each Holder of Securities to be redeemed or exchanged not fewer than 30 nor more than 60 days before the date fixed for

such occurrence which, in the case of a redemption, will be the date fixed for redemption of the Debentures. Notice shall be deemed to be given on the day such notice is first mailed by first-class mail, postage prepaid, to Holders of Securities. Each notice shall be addressed to the Holders of Securities at the address of each such Holder appearing in the records of the Trust. No defect in the notice or in the mailing of either thereof with respect to any Holder shall affect the validity of the redemption or exchange proceedings with respect to any other Holder.

(ii) In the event that fewer than all the outstanding Securities are to be redeemed, the Securities to be redeemed shall be redeemed Pro Rata from each Holder of Securities; provided, however, that Pro Rata redemptions shall be adjusted so that no Holder will hold less than \$100,000 in Liquidation Amount of Securities.

(iii) Notice of redemption shall be irrevocable and (A) with respect to Capital Securities registered in the name of or held of record by a Clearing Agency or its nominee, by 12:00 noon, New York City time, on the redemption date, provided that the Debenture Issuer has paid the Property Trustee a sufficient amount of cash in connection with the related maturity or prepayment of the Debentures by 10:00 a.m., New York City time, on the Maturity Date or the date of prepayment, as the case may be, the Property Trustee or the Paying Agent will pay to the Clearing Agency or its nominee funds sufficient to pay the applicable Redemption Price with respect to such Definitive Capital Securities, and (B) with respect to Capital Securities and Common Securities, provided that the Debenture Issuer has paid the Property Trustee a sufficient amount of cash in connection with the related maturity or prepayment of the Debentures, the Property Trustee or the Paying Agent will pay the relevant Redemption Price to the Holders of such Securities against presentation to the Registrar of the certificates therefor. If notice shall have been given and funds deposited with the Property Trustee to pay the Redemption Price (including all unpaid Distributions) with respect to the Securities called for redemption, then immediately prior to the close of business on the redemption date, Distributions will cease to accumulate on the Securities so called for redemption and all rights of Holders of such Securities so called for redemption will cease, except the right of the Holders of such Securities to receive the Redemption Price, but without interest on such Redemption Price, and such Securities shall cease to be outstanding.

(iv) Neither the Administrative Trustees nor the Trust shall be required to register or cause to be registered the transfer of (A) any Securities beginning on the opening of business 15 days before the day of mailing of notice or (B) any Securities selected for redemption (except the unredeemed portion of any Security being redeemed). If any date fixed for redemption of Securities is not a Business Day, then payment of

the Redemption Price payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay), with the same force and effect as if made on such date fixed for redemption. If payment of the Redemption Price in respect of any Securities is improperly withheld or refused and not paid either by the Property Trustee or the Paying Agent or by the Sponsor as guarantor pursuant to the relevant Securities Guarantee on the date fixed for redemption, Distributions on such Securities will continue to accumulate from such redemption date to the actual date of payment.

(v) Subject to the foregoing and applicable law (including, without limitation, United States federal securities and banking laws), the Sponsor or any of its Affiliates may at any time and from time to time purchase outstanding Capital Securities by tender, in the open market or by private agreement.

5. Voting Rights - Capital Securities.

(a) Except as provided under Sections 5(b) and 7 and as otherwise required by law and the Trust Agreement, the Holders of the Capital Securities will have no voting rights.

(b) So long as any Debentures are held by the Property Trustee for the benefit of the holders of the Trust Securities, the Trustees shall not (i) direct the time, method and place of conducting any proceeding for any remedy available to the Debenture Trustee, or executing any trust or power conferred on such Debenture Trustee with respect to the Debentures, (ii) waive any past default that is waivable under Section 5.13 of the Indenture, (iii) exercise any right to rescind or annul a declaration of acceleration of the maturity of the principal of the Debentures or (iv) consent to any amendment, modification or termination of the Indenture or the Debentures, where such consent shall be required, without, in each case, obtaining the prior approval of the Holders of a majority in Liquidation Amount of all outstanding Capital Securities; provided, however, that where a consent under the Indenture would require the consent of each holder of Debentures affected thereby, no such consent shall be given by the Property Trustee without the prior approval of each Holder of the Capital Securities. The Trustees shall not revoke any action previously authorized or approved by a vote of the Holders of the Capital Securities except by subsequent vote of such Holders. The Property Trustee shall notify each Holder of Capital Securities of any notice of default with respect to the Debentures. In addition to obtaining the foregoing approvals of such Holders of the Capital Securities, prior to taking any of the foregoing actions, the Trustees shall obtain an opinion of counsel experienced in such matters to the effect that the Trust will not be classified as an association taxable as a corporation for United States federal income tax purposes on account of such action.

If an Event of Default under the Trust Agreement has occurred and is continuing and such event is attributable to the failure of the Debenture Issuer to pay principal of or premium, if any, or interest on the Debentures on any due date (including any Interest Payment Date or prepayment date or Maturity Date), then a Holder of Capital Securities may directly institute a proceeding for enforcement of payment to such Holder of the principal of or premium, if any, or interest on a Like Amount of Debentures (a "Direct Action") on or after the respective due date specified in the Debentures. In connection with such Direct Action, the rights of the Common Securities Holders will be subrogated to the rights of the Holder of Capital Securities to the extent of any payment made by the Debenture Issuer to the Holders of Capital Securities in such Direct Action. Except as provided in the second preceding sentence, the Holders of Capital Securities will not be able to exercise directly any other remedy available to the holders of the Debentures.

Any required approval of Holders of Capital Securities may be given at a separate meeting of Holders of Capital Securities convened for such purpose, at a meeting of all of the Holders of Securities in the Trust or pursuant to written consent. The Administrative Trustees will cause a notice of any meeting at which Holders of Capital Securities are entitled to vote, or of any matter upon which action by written consent of such Holders is to be taken, to be mailed to each Holder of record of Capital Securities. Each such notice will include a statement setting forth (i) the date of such meeting or the date by which such action is to be taken, (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote or of such matter upon which written consent is sought and (iii) instructions for the delivery of proxies or consent.

No vote or consent of the Holders of the Capital Securities will be required for the Trust to redeem and cancel Capital Securities or to distribute the Debentures in accordance with the Trust Agreement and the terms of the Securities.

Notwithstanding that Holders of Capital Securities are entitled to vote or consent under any of the circumstances described above, any of the Capital Securities that are owned by the Sponsor or any Affiliate of the Sponsor shall not be entitled to vote or consent and shall, for purposes of such vote or consent, be treated as if they were not outstanding.

6. Voting Rights - Common Securities.

(a) Except as provided under Sections 6(b), 6(c), and 7 and as otherwise required by law and the Trust Agreement, the Holders of the Common Securities will have no voting rights.

(b) Unless a Debenture Event of Default shall have occurred and be continuing, any Trustee may be removed at any

time by the Holder of the Common Securities. If a Debenture Event of Default has occurred and is continuing, the Property Trustee and the Delaware Trustee may be removed at such time by the holders of a majority in Liquidation Amount of the outstanding Capital Securities. In no event will the holders of the Capital Securities have the right to vote to appoint, remove or replace the Administrative Trustees, which voting rights are vested exclusively in the Sponsor as the holder of the Common Securities. No resignation or removal of a Trustee and no appointment of a successor trustee shall be effective until the acceptance of appointment by the successor trustee in accordance with the provisions of the Trust Agreement.

(c) So long as any Debentures are held by the Property Trustee for the benefit of the Holders of the Trust Securities, the Trustees shall not (i) direct the time, method and place of conducting any proceeding for any remedy available to the Debenture Trustee, or execute any trust or power conferred on such Debenture Trustee with respect to the Debentures, (ii) waive any past default that is waivable under Section 5.13 of the Indenture, (iii) exercise any right to rescind or annul a declaration of acceleration of the maturity of the principal of the Debentures or (iv) consent to any amendment, modification or termination of the Indenture or the Debentures, where such consent shall be required, without, in each case, obtaining the prior approval of the Holders of a majority in Liquidation Amount of all outstanding Common Securities; provided, however, that where a consent under the Indenture would require the consent of each holder of Debentures affected thereby, no such consent shall be given by the Property Trustee without the prior approval of each Holder of the Common Securities. The Trustees shall not revoke any action previously authorized or approved by a vote of the Holders of the Common Securities except by subsequent vote of such Holders. The Property Trustee shall notify each Holder of Common Securities of any notice of default with respect to the Debentures. In addition to obtaining the foregoing approvals of such Holders of the Common Securities, prior to taking any of the foregoing actions, the Trustees shall obtain an Opinion of Counsel experienced in such matters to the effect that the Trust will not be classified as an association taxable as a corporation for United States federal income tax purposes on account of such action.

If an Event of Default under the Trust Agreement has occurred and is continuing and such event is attributable to the failure of the Debenture Issuer to pay principal of or premium, if any, or interest on the Debentures on the due date (including any Interest Payment Date or prepayment date or Maturity Date), then a Holder of Common Securities may institute a Direct Action for enforcement of payment to such Holder of the principal of or premium, if any, or interest on a Like Amount of Debentures on or after the respective due date specified in the Debentures. In connection with such Direct Action, the rights of the Common Securities Holders will be subrogated to the rights of the

Holders of Capital Securities to the extent of any payment made by the Debenture Issuer to Holders of Common Securities in such Direct Action. Except as provided in the second preceding sentence, the Holders of Common Securities will not be able to exercise directly any other remedy available to the holders of the Debentures.

Any approval or direction of Holders of Common Securities may be given at a separate meeting of Holders of Common Securities convened for such purpose, at a meeting of all of the Holders of Securities in the Trust or pursuant to written consent. The Administrative Trustees will cause a notice of any meeting at which Holders of Common Securities are entitled to vote, or of any matter upon which action by written consent of such Holders is to be taken, to be mailed to each Holder of record of Common Securities. Each such notice will include a statement setting forth (i) the date of such meeting or the date by which such action is to be taken, (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote or of such matter upon which written consent is sought and (iii) instructions for the delivery of proxies or consents.

No vote or consent of the Holders of the Common Securities will be required for the Trust to redeem and cancel Common Securities or to distribute the Debentures in accordance with the Trust Agreement and the terms of the Securities.

7. Amendments to Trust Agreement and Indenture.

In addition to the requirements set out in Section 12.1 of the Trust Agreement, the Trust Agreement may be amended from time to time by the Sponsor, the Property Trustee and the Administrative Trustees (i) with the consent of Holders representing a majority in Liquidation Amount of all outstanding Securities and (ii) upon receipt by the Trustees of an Opinion of Counsel to the effect that such amendment or the exercise of any power granted to the Trustees in accordance with such amendment will not affect the Trust's status as a grantor trust for United States federal income tax purposes or the Trust's exemption from status as an investment company under the Investment Company Act; provided that, without the consent of each Holder

of Securities, the Trust Agreement may not be amended to (i) change the amount or timing of any Distribution on the Securities or otherwise adversely affect the amount of any Distribution required to be made in respect of the Securities as of a specified date or (ii) restrict the right of a Holder of Securities to institute suit for the enforcement of any such payment on or after such date.

8. Pro Rata.

A reference in these terms of the Securities to any payment, distribution or treatment as being "Pro Rata" shall mean pro rata to each Holder of Securities according to the aggregate

Liquidation Amount of the Securities held by the relevant Holder in relation to the aggregate Liquidation Amount of all Securities outstanding unless, in relation to a payment, an Event of Default under the Trust Agreement has occurred and is continuing, in which case any funds available to make such payment shall be paid first to each Holder of the Capital Securities pro rata according to the aggregate Liquidation Amount of Capital Securities held by the relevant Holder relative to the aggregate Liquidation Amount of all Capital Securities outstanding, and only after satisfaction of all amounts owed to the Holders of the Capital Securities, to each Holder of Common Securities pro rata according to the aggregate Liquidation Amount of Common Securities held by the relevant Holder relative to the aggregate Liquidation Amount of all Common Securities outstanding.

9. Ranking.

The Capital Securities rank pari passu with the Common Securities and payment thereon shall be made Pro Rata with the Common Securities, except that, if an Event of Default under the Trust Agreement occurs and is continuing, no payments in respect of Distributions on, or payments upon liquidation, redemption or otherwise with respect to, the Common Securities shall be made until the Holders of the Capital Securities shall be paid in full the Distributions, Redemption Price, Liquidation Distribution and other payments to which they are entitled at such time.

10. Acceptance of Securities Guarantee and Indenture.

Each Holder of Capital Securities and Common Securities, by the acceptance thereof, agrees to the provisions of the Capital Securities Guarantee and the Common Securities Guarantee, respectively, including the subordination provisions therein and to the provisions of the Indenture.

11. No Preemptive Rights.

The Holders of the Securities shall have no preemptive rights to subscribe for any additional securities.

12. Miscellaneous.

These terms constitute a part of the Trust Agreement.

The Sponsor will provide a copy of the Trust Agreement, the Capital Securities Guarantee or the Common Securities Guarantee (as may be appropriate), and the Indenture (including any supplemental indenture) to a Holder without charge on written request to the Sponsor at its principal place of business.

FORM OF CAPITAL SECURITY CERTIFICATE

[FORM OF FACE OF SECURITY]

[IF THIS GLOBAL SECURITY IS A GLOBAL CAPITAL SECURITY, INSERT:

THIS CAPITAL SECURITY IS A GLOBAL CAPITAL SECURITY WITHIN THE MEANING OF THE TRUST AGREEMENT HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY (THE "CLEARING AGENCY") OR A NOMINEE OF THE CLEARING AGENCY. THIS CAPITAL SECURITY IS EXCHANGEABLE FOR CAPITAL SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE CLEARING AGENCY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE TRUST AGREEMENT AND NO TRANSFER OF THIS CAPITAL SECURITY (OTHER THAN A TRANSFER OF THIS CAPITAL SECURITY AS A WHOLE BY THE CLEARING AGENCY TO A NOMINEE OF THE CLEARING AGENCY OR BY A NOMINEE OF THE CLEARING AGENCY TO THE CLEARING AGENCY OR ANOTHER NOMINEE OF THE CLEARING AGENCY) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES.]

[IF THIS GLOBAL SECURITY IS A RULE 144A GLOBAL SECURITY FOR WHICH

DTC IS ACTING AS CLEARING AGENCY, INSERT: UNLESS THIS CAPITAL SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE TRUST OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CAPITAL SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

THIS CAPITAL SECURITY HAS NOT BEEN REGISTERED UNDER THE

SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAW. NEITHER THIS CAPITAL SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE HOLDER OF THIS CAPITAL SECURITY BY ITS ACCEPTANCE HEREOF

AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER THIS CAPITAL SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS THREE YEARS AFTER THE LATER OF THE ORIGINAL ISSUANCE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS CAPITAL SECURITY (OR ANY PREDECESSOR OF THIS CAPITAL SECURITY) EXCEPT (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) SO LONG AS THIS CAPITAL SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON IT

REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A) (1), (2), (3) OR (7) OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THIS CAPITAL SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, SUBJECT TO THE RIGHT OF THE TRUST AND THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D), (E) OR (F), TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (ii) PURSUANT TO CLAUSE (E), TO REQUIRE THAT THE TRANSFEROR DELIVER TO THE TRUST A LETTER FROM THE TRANSFEREE SUBSTANTIALLY IN THE FORM OF ANNEX A TO THE OFFERING MEMORANDUM OF THE TRUST DATED MARCH 4, 1997. SUCH HOLDER FURTHER AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS CAPITAL SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THE HOLDER OF THIS CAPITAL SECURITY BY ITS ACCEPTANCE HEREOF ALSO AGREES, REPRESENTS AND WARRANTS THAT EITHER (i) it IS NOT AN EMPLOYEE BENEFIT PLAN SUBJECT TO THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR (ii) THE ACQUISITION AND HOLDINGS OF THIS CAPITAL SECURITY BY IT IS NOT PROHIBITED BY EITHER SECTION 406 OF ERISA OR SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR EXEMPT FROM ANY SUCH PROHIBITION.

[IF THIS GLOBAL SECURITY IS A REGULATION S GLOBAL SECURITY, INSERT: THIS CAPITAL SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.]

Certificate Number

Aggregate Liquidation Amount
of Capital Securities

CUSIP NO. _____

Certificate Evidencing Capital Securities
of
RENAISSANCERE CAPITAL TRUST

8.54% Capital Securities
(Liquidation Amount \$1,000 per Capital Security)

RENAISSANCERE CAPITAL TRUST, a statutory business trust formed under the laws of the State of Delaware (the "Trust"), hereby certifies that _____ (the "Holder") is the registered owner of \$_____ in aggregate liquidation amount of Capital Securities of the Trust representing undivided beneficial interests in the assets of the Trust designated the 8.54% Series aa Capital Securities (Liquidation Amount \$1,000 per Capital Security) (the "Capital Securities"). The Capital Securities are transferable on the books and records of the Trust, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Capital Securities represented hereby are set forth herein, in the reverse hereof and in the provisions of the Amended and Restated Declaration of Trust of the Trust dated as of March 7, 1997, as the same may be amended from time to time (the "Trust Agreement"), and shall in all respects be subject to the provisions thereof, including the designation of the terms of the Capital Securities as set forth in Annex I to the Trust Agreement. Each capitalized term used but not defined herein or in any legend form or certificate hereon shall have the meaning given them in the Trust Agreement. The Sponsor will provide a copy of the Trust Agreement, the Capital Securities Guarantee and the Indenture to any Holder without charge upon written request to the Trust at its principal place of business.

Upon receipt of this certificate, the Holder is bound by the Trust Agreement and is entitled to the benefits thereunder and to the benefits of the Capital Securities Guarantee to the extent provided therein.

By its acceptance hereof, the Holder agrees to treat, for United States federal income tax purposes, the Debentures as indebtedness and the Capital Securities as evidence of indirect beneficial ownership in the Debentures.

IN WITNESS WHEREOF, the Trust has executed this certificate this
__th day of March, 1997.

RENAISSANCERE CAPITAL TRUST

By: _____
Name:
Title: Administrative Trustee

A1-4

PROPERTY TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Series ____ Capital Securities referred to in the within-mentioned Trust Agreement.

Dated: _____

THE BANK OF NEW YORK,
as Property Trustee

By: _____
Authorized Signatory

A1-5

[FORM OF REVERSE OF SECURITY]

Distributions payable on each Capital Security will be fixed at a rate per annum of 8.54% (the "Coupon Rate") of the Liquidation Amount of \$1,000 per Capital Security, such rate being the rate of interest payable on the Debentures to be held by the Property Trustee. Distributions in arrears for more than one semi-annual period will bear interest thereon compounded semi-annually at the Coupon Rate (to the extent permitted by applicable law). The term "Distributions", as used herein, includes such cash distributions and any such interest payable unless otherwise stated. A Distribution is payable only to the extent that payments are made in respect of the Debentures held by the Property Trustee and to the extent the Property Trustee has funds on hand legally available therefor.

Distributions on the Capital Securities will be cumulative, will accumulate from the most recent date to which Distributions have been paid or, if no Distributions have been paid, from March 7, 1997 and will be payable semi-annually in arrears on March 1 and September 1 of each year, commencing on September 1, 1997, except as otherwise described below and in the Trust Agreement. Distributions will be computed on the basis of a 360-day year consisting of twelve 30-day months and, for any period of less than a full calendar month, the number of days elapsed in such month.

As long as no Event of Default has occurred and is continuing under the Indenture, the Debenture Issuer has the right under the Indenture to defer payments of interest by extending the interest payment period at any time and from time to time on the Debentures for a period not exceeding 10 consecutive calendar semiannual periods, including the first such semi-annual period during such extension period (each an "Extension Period"), provided that no Extension Period shall extend beyond the Maturity of the Debentures. As a consequence of such deferral, Distributions will also be deferred. Despite such deferral, semi-annual Distributions will continue to accumulate with interest thereon (to the extent permitted by applicable law, but not at a rate exceeding the rate of interest then accruing on the Debentures) at the Coupon Rate compounded semi-annually during any such Extension Period. Prior to the termination of any such Extension Period, the Debenture Issuer may further defer payments of interest by further extending such Extension Period; provided that such Extension Period, together with all such previous and further extensions within such Extension Period, may not exceed 10 consecutive semi-annual periods, or extend beyond the Maturity of the Debentures. Payments of Distributions that have accumulated during any Extension Period will be payable to Holders as they appear on the books and records of the Trust on the record date for the first scheduled Distribution payment date following the expiration of such Extension Period. Upon the expiration of any Extension Period and the payment of all amounts then due, the Debenture

Issuer may commence a new Extension Period, subject to the above requirements.

The Administrative Trustees shall, at the direction of the Sponsor, at any time liquidate the Trust and cause the Debentures to be distributed to the holders of the Securities in liquidation of the Trust or, simultaneously with any redemption of the Debentures, cause a Like Amount of the Securities to be redeemed by the Trust.

The Capital Securities shall be redeemable as provided in the Trust Agreement.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this
Capital Security Certificate to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints

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

Date:_____

Signature:_____

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

Signature Guarantee:_____

* Signature must be guaranteed by an "eligible guarantor institution"
that is a bank, stockbroker, savings and loan association or credit union
meeting the requirements of the Registrar, which requirements include
membership or participation in the Securities Transfer Agents Medallion
Program ("STAMP") or such other "signature guarantee program" as may be
determined by the Registrar in addition to, or in substitution for, STAMP,
all in accordance with the Securities and Exchange Act of 1934, as amended.

[Include the following if the Capital Security bears a Restricted Capital Securities Legend]

In connection with any transfer of any of the Capital Securities evidenced by this certificate, the undersigned confirms that such Capital Securities are being:

CHECK ONE BOX BELOW

- (1) ☐ exchanged for the undersigned's own account without transfer; or
- (2) ☐ transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
- (3) ☐ transferred pursuant to and in compliance with Regulation S under the Securities Act of 1933; or
- (4) ☐ transferred to an institutional "accredited investor" within the meaning of subparagraph (a)(1), (2), (3) or (7) of Rule 501 under the Securities Act of 1933 that is acquiring the Capital Securities for its own account, or for the account of such an institutional "accredited investor," for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act of 1933; or
- (5) ☐ transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933; or
- (6) ☐ transferred pursuant to an effective registration statement.

Unless one of the boxes is checked, the Registrar will refuse to register any of the Capital Securities evidenced by this certificate in the name of any person other than the registered Holder thereof; provided, however, that if

box (3), (4) or (5) is checked, the Registrar may require, prior to registering any such transfer of the Capital Securities such legal opinions, certifications and other information as the Trust has reasonably requested 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 of 1933, such as the exemption provided by Rule 144 under such Act; provided, further, that (i) if box 2 is checked, the transferee must also

- -----

certify that it is a qualified institutional buyer as defined in Rule 144A or (ii) if box (4) is checked, the transferee must also provide to the Registrar a Transferee Letter of Representation in the form attached to the Offering Memorandum of the Trust dated March 4, 1997.

Date:_____

Signature:_____

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

A1-10

EXHIBIT A-2

FORM OF COMMON SECURITY CERTIFICATE

THIS COMMON SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAW. NEITHER THIS COMMON SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION.

THE HOLDER OF THIS COMMON SECURITY BY ITS ACCEPTANCE HEREOF AGREES NOT TO OFFER, SELL OR OTHERWISE TRANSFER THIS COMMON SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS THREE YEARS AFTER THE LATER OF THE ORIGINAL ISSUANCE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS CAPITAL SECURITY (OR ANY PREDECESSOR OF THIS CAPITAL SECURITY) EXCEPT (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) SO LONG AS THIS COMMON SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A) (1), (2), (3) OR (7) OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THIS COMMON SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, SUBJECT TO THE RIGHT OF THE TRUST AND THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND (ii) PURSUANT TO CLAUSE (E), TO REQUIRE THAT THE TRANSFEROR DELIVER TO THE TRUST A LETTER FROM THE TRANSFEREE SUBSTANTIALLY IN THE FORM OF ANNEX A TO THE OFFERING MEMORANDUM OF THE TRUST DATED MARCH 4, 1997. SUCH HOLDER FURTHER AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS COMMON SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

Certificate Number

Number of Common Securities

Certificate Evidencing Common Securities
of
RENAISSANCERE CAPITAL TRUST

8.54 % Common Securities
(Liquidation Amount \$1,000 per Common Security)

RENAISSANCERE CAPITAL TRUST, a statutory business trust formed under the laws of the State of Delaware (the "Trust"), hereby certifies that RenaissanceRe Holdings Ltd., a Bermuda company (the "Holder"), is the registered owner of _____ common securities of the Trust representing undivided beneficial interests in the assets of the Trust designated the 8.54% Common Securities (Liquidation Amount \$1,000 per Common Security) (the "Common Securities"). The Common Securities are transferable on the books and records of the Trust, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designation, rights, privileges, restrictions, preferences and other terms and provisions of the Common Securities represented hereby are set forth herein, on the reverse hereof and in the Amended and Restated Declaration of Trust of the Trust dated as of March 7, 1997, as the same may be amended from time to time (the "Trust Agreement"), and shall in all respects be subject to the provisions thereof, including the designation of the terms of the Common Securities as set forth in Annex I to the Trust Agreement. Each capitalized term used but not defined herein or in any legend, form or certificate hereon shall have the meaning given them in the Trust Agreement. The Sponsor will provide a copy of the Trust Agreement, the Common Securities Guarantee and the Indenture (including any supplemental indenture) to any Holder without charge upon written request to the Sponsor at its principal place of business.

Upon receipt of this certificate, the Holder is bound by the Trust Agreement and is entitled to the benefits thereunder and to the benefits of the Common Securities Guarantee to the extent provided therein.

By its acceptance hereof, the Holder agrees to treat, for United States federal income tax purposes, the Debentures as indebtedness and the Common Securities as evidence of indirect beneficial ownership in the Debentures.

IN WITNESS WHEREOF, the Trust has executed this certificate this __th day of March, 1997.

RENAISSANCERE CAPITAL TRUST

By: _____
Name:
Title: Administrative Trustee

A2-3

[FORM OF REVERSE OF SECURITY]

Distributions payable on each Common Security will be fixed at a rate per annum of 8.54% (the "Coupon Rate") of the Liquidation Amount of \$1,000 per Common Security, such rate being the rate of interest payable on the Debentures to be held by the Property Trustee. Distributions in arrears for more than one semi-annual period will bear interest thereon compounded semiannually at the Coupon Rate (to the extent permitted by applicable law). Pursuant to the Registration Rights Agreement, in certain limited circumstances the Debenture Issuer will be required to pay Liquidated Damages (as defined in the Registration Rights Agreement) with respect to the Debentures. The term "Distributions", as used herein, includes such cash distributions and any such interest payable unless otherwise stated. A Distribution is payable only to the extent that payments are made in respect of the Debentures held by the Property Trustee and to the extent the Property Trustee has funds available therefor.

Distributions on the Common Securities will be cumulative, will accrue from the most recent date to which Distributions have been paid or, if no Distributions have been paid, from March 7, 1997 and will be payable semi-annually in arrears on March 1 and September 1 of each year, commencing on September 1, 1997, except as otherwise described below and in the Trust Agreement. Distributions will be computed on the basis of a 360-day year consisting of twelve 30 day months and, for any period of less than a full calendar month, the number of days elapsed in such month.

As long as no Event of Default has occurred and is continuing under the Indenture, the Debenture Issuer has the right under the Indenture to defer payments of interest by extending the interest payment period at any time and from time to time on the Debentures for a period not exceeding 10 consecutive calendar semi-annual periods, including the first such semi-annual period during such extension period (each an "Extension Period"), provided that no Extension Period shall extend beyond the Maturity of the Debentures. As a consequence of such deferral, Distributions will also be deferred. Despite such deferral, Distributions will continue to accumulate with interest thereon (to the extent permitted by applicable law, but not at a rate exceeding the rate of interest then accruing on the Debentures) at the Coupon Rate compounded semi-annually during any such Extension Period. Prior to the termination of any such Extension Period, the Debenture Issuer may further defer payments of interest by further extending such Extension Period; provided that such Extension Period, together with all such previous and further extensions within such Extension Period, may not exceed 10 consecutive semi-annual periods, including the first semi-annual period during such Extension Period, or extend beyond the Maturity of the Debentures. Payments of Distributions that have accumulated but not been paid during any Extension Period

will be payable to Holders as they appear on the books and records of the Trust on the record date for the first Distribution Date following the expiration of such Extension Period. Upon the expiration of any Extension Period and the payment of all amounts then due, the Debenture Issuer may commence a new Extension Period, subject to the above requirements.

The Administrative Trustees shall, at the direction of the Sponsor, at any time liquidate the Trust and cause the Debentures to be distributed to the holders of the Securities in liquidation of the Trust or, simultaneous with any redemption of the Debentures, cause a Like Amount of the Securities to be redeemed by the Trust.

The Common Securities shall be redeemable as provided in the Trust Agreement.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Common Security Certificate to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints _____

_____ agent to transfer this Common Security Certificate on the books of the Trust. The agent may substitute another to act for him or her.

Date: _____

Signature: _____

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

Signature Guarantee*: _____

* _____
Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

[Include the following if the Common Security bears a Restricted Common Securities Legend]

In connection with any transfer of any of the Common Securities evidenced by this certificate, the undersigned confirms that such Common Securities are being:

CHECK ONE BOX BELOW

- (1) ☐ exchanged for the undersigned's own account without transfer; or
- (2) ☐ transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
- (3) ☐ transferred pursuant to and in compliance with Regulation S under the Securities Act of 1933; or
- (4) ☐ transferred to an institutional "accredited investor" within the meaning of subparagraph (a)(1), (2), (3) or (7) of Rule 501 under the Securities Act that is acquiring the Preferred Security for its own account, or for the account of such an institutional "accredited investor," for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act; or
- (5) ☐ transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933; or
- (6) ☐ transferred pursuant to an effective registration statement

Unless one of the boxes is checked, the Registrar will refuse to register any of the Common Securities evidenced by this certificate in the name of any person other than the registered Holder thereof; provided, however, that if

box (3), (4) or (5) is checked, the Registrar may require, prior to registering any such transfer of the Common Securities such legal opinions, certifications and other information as the Trust has reasonably requested 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 of 1933, such as the exemption provided by Rule 144 under such Act; provided, further, that (i) if box 2 is checked, the transferee must also

certify that it is a qualified institutional buyer as defined in Rule 144A or (ii) if box 4 is checked, the transferee must also provide a Transferee Representation Letter in the form attached to the Offering Memorandum of the Trust, dated March 4, 1997.

Date: _____

Signature: _____

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

(FORM OF EUROCLEAR AND CEDEL CERTIFICATE)
(Pursuant to Section 7.3(d) of the Trust Agreement)

Re: 8.54% CAPITAL SECURITIES, SERIES A OF RENAISSANCERE CAPITAL
TRUST

THE BANK OF NEW YORK, as Principal
Paying Agent
101 Barclay Street, 21-W
New York, NY 10286
Attention: Corporate Trust

This is to certify that, based solely on certifications we have received in writing, by tested telex or by electronic transmission from member organizations appearing in our records as persons being entitled to a portion of the principal amount of the Capital Securities set forth below (our "Member Organizations") substantially to the effect set forth in the Amended and Restated Declaration of Trust of RenaissanceRe Capital Trust (the "Trust Agreement"), dated as of March 7, 1997, U.S. \$ _____ principal amount of the above-captioned Capital Securities held by us or on our behalf are beneficially owned by non-U.S. person(s). As used in this paragraph, the term "U.S. person" has the meaning given to it by Regulation S under the United States Securities Act of 1933, as amended.

We further certify that as of the date hereof we have not received any notification from any of our Member Organizations to the effect that the statements made by such Member Organizations with respect to any interest in the Capital Securities identified above are no longer true and cannot be relied upon as of the date hereof.

[On Release Date: We hereby acknowledge that no portion of the Regulation S Temporary Global Capital Security shall be exchanged for an interest in the Regulation S Permanent Global Capital Security (as each such term is defined in the Trust Agreement) with respect to the portion thereof for which we have not received the applicable certifications from our Member Organizations.]*

[On September 1, 1997 and upon any other payments under the Regulation S Temporary Global Capital Security: We hereby agree to hold (and return to the Paying Agent upon request) any payments received by us on the Regulation S Temporary Global Capital Security (as defined in the Trust Agreement) with respect to the portion thereof for which we have not received the applicable certifications from our Member Organizations.]*

We understand that this certification is required in connection with certain securities laws of the United States of America. In connection therewith, if administrative or legal

proceedings are commenced or threatened in connection with which this certification is or would be relevant, we irrevocably authorize you to produce this certification to any interested party in such proceedings.

Dated: _____ **/
--

[MORGAN GUARANTY TRUST OF
NEW YORK, Brussels office, as
operator of the Euroclear System

or

Cedel, societe anonyme]

By: _____
Name:
Title

**/ Insert Release Date or applicable Payment Date, as the case
- -- may be.

B-1-2

[FORM OF CERTIFICATION TO BE GIVEN BY
HOLDER OF BENEFICIAL INTEREST IN
REGULATION S TEMPORARY GLOBAL SECURITY]
(Pursuant to Section 7.3(d) of the Indenture)

Re: 8.54% CAPITAL SECURITIES, SERIES A OF
RENAISSANCERE CAPITAL TRUST

Morgan Guaranty Trust Company of New York,
Brussels office, as operator of the Euroclear
system] [Cedel, societe anonyme]

Securities, [CINS No. _____] [ISIN No. _____]

Reference is hereby made to the Amended and Restated Declaration
of Trust of RenaissanceRe Capital Trust, dated as of March 7, 1997 (the
"Trust Agreement"). Capitalized terms used herein and not otherwise defined
have the meanings set forth in the Trust Agreement.

[For purposes of acquiring a beneficial interest in the
Regulation S Permanent Global Capital Security upon the expiration of the
Restricted Period,] [For purposes of receiving payments under the Regulation
S Temporary Global Capital Security, */ the undersigned holder of a

-

beneficial interest in the Regulation S Temporary Global Capital Security
issued under the Trust Agreement certifies that it is not a U.S. Person as
defined by Regulation S under the Securities Act of 1933, as amended.

We undertake to advise you promptly by telex on or prior to the
date on which you intend to submit your corresponding certification relating
to the Capital Securities held by you if any applicable statement herein is
not correct on such date, and in the absence of any such notification it may
be assumed that this certificate applies as of such date.

We understand that this certificate is required in connection
with certain securities laws of the United States. In connection therewith,
if administrative or legal proceedings are commenced or threatened in
connection with which this certificate is or would be relevant, we
irrevocably authorize you to produce

this certificate to any interested party in such proceeding. This certificate and the statements contained herein are made for your benefit and the health of the Trust and the Initial Purchasers.

Dated: _____, _____

By: _____
as, or as agent for, the
holder of a beneficial
Interest in the Securities to
which this certificate relates.

**/ Insert Release Date or Applicable Payment Date, as the case
- -- may be.

B-2-2

=====

RENAISSANCERE HOLDINGS LTD.

TO

THE BANK OF NEW YORK,

as Trustee

8.54% JUNIOR SUBORDINATED DEFERRABLE INTEREST INDENTURE

Dated as of March 7, 1997

=====

TABLE OF CONTENTS

	Page

ARTICLE I. DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION.....	1
SECTION 1.1. Definitions.....	1
SECTION 1.2. Compliance Certificates and Opinions.....	12
SECTION 1.3. Form of Documents Delivered to Trustee.....	13
SECTION 1.4. Acts of Holders; Record Dates.....	13
SECTION 1.5. Notices, Etc., to Trustee and Company.....	14
SECTION 1.6. Notice to Holders; Waiver.....	15
SECTION 1.7. Conflict with Trust Indenture Act.....	15
ARTICLE II. SECURITY FORM.....	16
SECTION 2.1. Forms Generally.....	16
SECTION 2.2. Global Debentures.....	16
ARTICLE III. THE SECURITIES.....	18
SECTION 3.1. Execution and Authentication.....	18
SECTION 3.2. Form and Payment.....	18
SECTION 3.3. Legends.....	19
SECTION 3.4. Dissolution of the Trust.....	19
SECTION 3.5. Interest.....	20
SECTION 3.6. Transfer and Exchange.....	20
SECTION 3.7. Mutilated, Destroyed, Lost and Stolen Debentures.....	23
SECTION 3.8. Payment of Interest, Interest Rights Preserved.....	23
SECTION 3.9. Persons Deemed Owners.....	25
SECTION 3.10. Cancellation.....	25
SECTION 3.11. CUSIP Numbers.....	25
SECTION 3.12. Right of Set-Off.....	26
ARTICLE IV. SATISFACTION AND DISCHARGE; DEFEASANCE.....	26
SECTION 4.1. Satisfaction and Discharge of Indenture.....	26
SECTION 4.2. Defeasance and Discharge.....	27
SECTION 4.3. Covenant Defeasance.....	27
SECTION 4.4. Conditions to Defeasance or Covenant Defeasance.....	27
SECTION 4.5. Application of Trust Money.....	29
SECTION 4.6. Indemnity for U.S. Government Obligations.....	29

ARTICLE V. REMEDIES.....	29
SECTION 5.1. Events of Default.....	29
SECTION 5.2. Acceleration of Maturity; Rescission and Annulment.....	31
SECTION 5.3. Collection of Indebtedness and Suits for Enforcement by Trustee.....	32
SECTION 5.4. Trustee May File Proofs of Claim.....	32
SECTION 5.5. Trustee May Enforce Claims Without Possession of Debentures.....	33
SECTION 5.6. Application of Money Collected.....	34
SECTION 5.7. Limitation on Suits.....	34
SECTION 5.8. Unconditional Right of Holders to Receive Principal or Redemption Price and Interest.....	35
SECTION 5.9. Restoration of Rights and Remedies.....	35
SECTION 5.10. Rights and Remedies Cumulative.....	35
SECTION 5.11. Delay or Omission Not Waiver.....	36
SECTION 5.12. Control by Holders.....	36
SECTION 5.13. Waiver of Past Defaults.....	36
SECTION 5.14. Undertaking for Costs.....	37
SECTION 5.15. Waiver of Stay or Extension Laws.....	37
ARTICLE VI. THE TRUSTEE.....	37
SECTION 6.1. Certain Duties and Responsibilities.....	37
SECTION 6.2. Notice of Defaults.....	39
SECTION 6.3. Certain Rights of Trustee.....	39
SECTION 6.4. Not Responsible for Recitals or Issuance of Debentures.....	40
SECTION 6.5. May Hold Debentures.....	41
SECTION 6.6. Money Held in Trust.....	41
SECTION 6.7. Compensation and Reimbursement.....	41
SECTION 6.8. Disqualification; Conflicting Interests.....	42
SECTION 6.9. Corporate Trustee Required, Eligibility.....	42
SECTION 6.10. Resignation and Removal, Appointment of Successor.....	42
SECTION 6.11. Acceptance of Appointment by Successor.....	44
SECTION 6.12. Merger, Conversion, Consolidation or Succession to Business.....	44
SECTION 6.13. Preferential Collection of Claims Against Company.....	45
SECTION 6.14. Appointment of Authenticating Agent.....	45
ARTICLE VII. HOLDERS LISTS AND REPORTS BY TRUSTEE AND COMPANY.....	47
SECTION 7.1. Company to Furnish Trustee Names and Addresses of Holders.....	47
SECTION 7.2. Preservation of Information; Communications to Holders.....	47
SECTION 7.3. Reports by Trustee.....	48
SECTION 7.4. Reports by Company.....	48

ARTICLE VIII. CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE.....	49
SECTION 8.1. Company May Consolidate, Etc., Only on Certain Terms.....	49
SECTION 8.2. Successor Corporation Substituted.....	49
ARTICLE IX. SUPPLEMENTAL INDENTURES.....	50
SECTION 9.1. Supplemental Indentures Without Consent of Holders.....	50
SECTION 9.2. Supplemental Indentures with Consent of Holders.....	51
SECTION 9.3. Execution of Supplemental Indentures.....	52
SECTION 9.4. Effect of Supplemental Indentures.....	52
SECTION 9.5. Conformity with Trust Indenture Act.....	52
SECTION 9.6. Reference in Debentures to Supplemental Indentures.....	52
ARTICLE X. COVENANTS.....	52
SECTION 10.1. Payment of Principal, Redemption Price and Interest.....	52
SECTION 10.2. Maintenance of Office or Agency.....	53
SECTION 10.3. Money for Debentures Payments to Be Held in Trust.....	53
SECTION 10.4. Statement as to Compliance.....	55
SECTION 10.5. Statement by Officers as to Default.....	55
SECTION 10.6. Calculation of Original Issue Discount.....	55
SECTION 10.7. Covenants as to the Trust.....	55
SECTION 10.8. Restrictions on Certain Payments.....	56
SECTION 10.9. Waiver of Certain Covenants.....	56
ARTICLE XI. REDEMPTION OF SECURITIES.....	57
SECTION 11.1. Special Event Redemption.....	57
SECTION 11.2. Optional Redemption.....	57
SECTION 11.3. Election to Redeem, Notice to Trustee.....	58
SECTION 11.4. Selection by Trustee of Debentures to Be Redeemed.....	58
SECTION 11.5. Notice of Redemption.....	58
SECTION 11.6. Deposit of Redemption Price.....	59
SECTION 11.7. Debentures Payable on Redemption Date.....	59
SECTION 11.8. Debentures Redeemed in Part.....	59
ARTICLE XII. EXTENSION OF INTEREST PAYMENT PERIOD.....	60
SECTION 12.1. Extension of Interest Payment Period.....	60
SECTION 12.2. Notice of Extension.....	60

ARTICLE XIII. SUBORDINATION OF SECURITIES.....	61
SECTION 13.1. Agreement to Subordinate.....	61
SECTION 13.2. Default on Senior Indebtedness.....	61
SECTION 13.3. Liquidation; Dissolution; Bankruptcy.....	62
SECTION 13.4. Subrogation.....	63
SECTION 13.5. Provisions Solely to Define Relative Rights.....	64
SECTION 13.6. Trustee to Effectuate Subordination.....	64
SECTION 13.7. Notice by the Company.....	65
SECTION 13.8. Rights of the Trustee; Holders of Senior Indebtedness.....	66
SECTION 13.9. Subordination May Not Be Impaired.....	66
SECTION 13.10. Payment Permitted if No Default.....	67
SECTION 13.11. Reliance on Judicial Order or Certificate of Liquidating Agent.....	67
SECTION 13.12. Article Applicable to Paying Agents.....	67
ARTICLE XIV. HOLDERS' MEETINGS.....	68
SECTION 14.1. Purposes of Meetings.....	68
SECTION 14.2. Call of Meetings by Trustee.....	68
SECTION 14.3. Call of Meetings by Company or Holders.....	68
SECTION 14.4. Qualifications for Voting.....	69
SECTION 14.5. Regulations.....	69
SECTION 14.6. Voting.....	70
ARTICLE XV. MISCELLANEOUS.....	70
SECTION 15.1. Acknowledgment of Rights.....	70
SECTION 15.2. Effect of Headings and Table of Contents.....	71
SECTION 15.3. Successors and Assigns.....	71
SECTION 15.4. Separability Clause.....	71
SECTION 15.5. Benefits of Indenture.....	71
SECTION 15.6. Governing Law.....	71
SECTION 15.7. Legal Holidays.....	71
SECTION 15.8. Tax Characterization.....	72
SECTION 15.9. Personal Immunity from Liability for Incorporators, Stockholders, Etc.....	72
EXHIBIT A	1

JUNIOR SUBORDINATED DEFERRABLE INTEREST INDENTURE, dated as of March 7, 1997, between RENAISSANCERE HOLDINGS LTD., a company duly organized and existing under the laws of Bermuda (herein called the "Company"), having its principal office at Renaissance House, 8-12 East Broadway, Pembroke HM 19 Bermuda, and The Bank of New York, a banking corporation duly organized and existing under the laws of the State of New York, as trustee (herein called the "Trustee").

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance of its unsecured subordinated deferrable interest debentures (herein called the "Debentures"), to be issued as in this Indenture provided.

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

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

ARTICLE I.

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.1. Definitions.

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

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

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

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

accounting principles as are generally accepted at the date of such computation;

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

(5) the word "interest", unless the context otherwise requires, means and includes, interest, Deferred Interest, Compounded Interest, and Liquidated Damages, if any.

"Act," when used with respect to any Holder, has the meaning specified in Section 1.4.

"Adjusted Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to (i) the yield, under the heading which represents the average for the immediately prior week, appearing in the most recently published statistical release designated "H.15 (519)" or any successor publication which is published weekly by the Federal Reserve and which established yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Initial Optional Prepayment Date (if no maturity is within three months before or after the Initial Optional Redemption Date, yields for the two published maturities most closely corresponding to the Initial Optional Redemption Date shall be interpolated, and the Adjusted Treasury Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding to the nearest month) or (ii) if such release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date plus, in either case, (a) 1.25% if such Redemption Date occurs on or prior to March 1, 1998, and (b) 0.50% in all other cases.

"Administrative Trustee" has the meaning set forth in the Trust Agreement.

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

"Authenticating Agent" means any Person authorized by the Trustee to act on behalf of the Trustee to authenticate Debentures.

"Beneficial Owner" means the owner of a Book-Entry Interest.

"Board" means either the board of directors of the Company or any duly authorized committee of that board.

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

"Book Entry Interest" means a beneficial interest in a Global Debenture, ownership and transfers of which shall be maintained and made through book entries by the Clearing Agency.

"Business Day" means any day other than (a) a Saturday, a Sunday, or (b) a day on which banking institutions in The City of New York are authorized or required by law or executive order to remain closed.

"Capital Securities" means undivided beneficial interests in the assets of the Trust which rank pari passu with the Common Securities; provided, however, that upon the occurrence of an Event of Default, the rights of holders of Common Securities to payment in respect of distributions and payments upon liquidation, redemption and otherwise are subordinated to the rights of holders of Capital Securities.

"Capital Securities Guarantee" means the Guarantee Agreement executed by the Company for the benefit of the holders of the Capital Securities as modified, amended or supplemented from time to time.

"Clearing Agency" means a clearing agency registered pursuant to Section 17A of the Exchange Act that is designated to act as depositary for Global Debentures as contemplated by Section 3.1.

"Closing Time" has the meaning set forth in the Trust Agreement.

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

"Common Securities" means undivided beneficial interests in the assets of the Trust which rank pari passu with Capital Securities; provided, however, that upon the occurrence of an Event of Default (as defined in the applicable Trust Agreement),

the rights of holders of Common Securities to payment in respect to distributions and payments upon liquidation, redemption and otherwise are subordinated to the rights of holders of Capital Securities.

"Common Securities Guarantee" means the Common Securities Guarantee Agreement executed and delivered by the Company dated as of March 7, 1997, as modified, amended or supplemented from time to time.

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

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

"Comparable Treasury Issue" means the United States Treasury security selected by the Quotation Agent as having a maturity date corresponding to the Initial Optional Redemption Date that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities with a maturity date corresponding to the Initial Optional Redemption Date. If no United States Treasury security has a maturity date which is within three months before or after the Initial Optional Redemption Date, the two most closely corresponding United States Treasury securities shall be used as the Comparable Treasury Issue, and the calculation of the Adjusted Treasury Rate pursuant to clause (ii) of the definition thereof shall be interpolated or extrapolated on a straight-line basis, rounding to the nearest month.

"Comparable Treasury Price" means, with respect to any Redemption Date, (i) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third Business Day preceding such Redemption Date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated "Composite 3:30 p.m. Quotations for U.S. Government Securities" or (ii) if such release (or any successor release) is not published or does not contain such prices on such Business Day, (A) the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Trustee obtains fewer than three such Reference Treasury Dealer Quotations, the average of all such Quotations.

"Compounded Interest" has the meaning specified in Section 12.1.

"Corporate Trust Office" means the principal office of the Trustee in The City of New York, New York at which at any particular time its corporate trust business shall be principally administered, which at the date hereof is located at 101 Barclay Street, 21-West, New York, New York 10286, Attention: Corporate Trust Administration.

"Corporation" includes corporations, associations, companies and business trusts.

"Covenant Defeasance" has the meaning specified in Section 4.3.

"Debenture Register" shall mean (i) prior to a Dissolution Event, the list of holders provided to the Trustee pursuant to Section 4.1, and (ii) following a Dissolution Event, any security register maintained by a security registrar for the Debentures appointed by the Company following the execution of a supplemental indenture providing for transfer procedures as provided for in Section 3.6(a).

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

"Defaulted Interest" has the meaning specified in Section 3.8.

"Defeasance" has the meaning specified in Section 4.2.

"Defeasance Deposit" has the meaning specified in Section 4.4.

"Deferred Interest" has the meaning specified in Section 12.1.

"Definitive Capital Security" has the meaning specified in the Trust Agreement.

"Definitive Debenture" means a Debenture in certificated form that is not a Global Debenture.

"Direct Action" has the meaning specified in Section 15.1.

"Dissolution Event" means an event giving rise to the dissolution of the Trust in accordance with the Trust Agreement, whereby Debentures held by the Property Trustee will be distributed to the holders of the Trust Securities in accordance with the Trust Agreement.

"Distributions" has the meaning set forth in the Trust Agreement.

"Event of Default" has the meaning specified in Section 5.1.

"Exchange Offer" has the meaning specified in the Registration Rights Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and any successor legislation.

"Extension Period" has the meaning specified in Section 12.1.

"Global Debenture" means a Debenture that evidences all or part of the Debentures of any series and is authenticated and delivered to, and registered in the name of, the Clearing Agency for such Debentures or a nominee thereof.

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

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

"Initial Optional Redemption Date" means March 1, 2007.

"Initial Purchasers" shall mean the initial purchasers party to the Purchase Agreement.

"Interest Payment Date" means the date as of which an installment of interest is due and payable as such may be deferred during an Extension Period.

"Investment Company Event" means the receipt by the Company and the Trust of an opinion of counsel experienced in practice under the Investment Company Act of 1940, as amended (the "Investment Company Act") to the effect that, as a result of the occurrence of a change in law or regulation or a written change, in interpretation or application of law or regulation by any legislative body, court, governmental agency or regulatory authority, there is more than an insubstantial risk that the Trust is or will be considered an "investment company" or a company "controlled" by an "investment company" that is required to be registered under the Investment Company Act, which change becomes effective on or after the date of the issuance of the Capital Securities.

"Liquidated Damages" has the meaning specified in the Registration Rights Agreement.

"Liquidation Amount" has the meaning specified in the Trust Agreement.

"Maturity," when used with respect to any Debenture, means the date on which the principal or Redemption Price of such Debenture becomes due and payable as therein or herein provided, whether at the Stated Maturity or Redemption Date or by declaration of acceleration.

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

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel for the Company.

"Optional Redemption Price" shall have the meaning set forth in Section 11.2.

"Other Debentures" means all debentures (other than Debentures) issued from time to time by the Company (if any) and sold to other trusts to be established by the Company (if any) and which are unsecured and subordinate and junior in right of payment to all Senior Indebtedness.

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

(i) Debentures theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Debentures for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent in trust for the Holders of such Debentures; provided that, if such Debentures are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; and

(iii) Debentures which have been paid pursuant to Section 3.6 or in exchange for or in lieu of which other Debentures have been authenticated and delivered pursuant to this Indenture, other than any such Debentures in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Debentures are held by a bona fide purchaser in whose hands such Debentures are valid obligations of the Company;

provided that in determining whether the Holders of the requisite principal amount of the Outstanding Debentures have given any request, demand, authorization, direction, notice, consent or

waiver hereunder, Debentures owned by the Company or any other obligor upon the Debentures or any Affiliate of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding; provided, however, that Debentures held by the Property Trustee on behalf of the Trust shall not be so disregarded and provided, further, that, in determining whether the Trustee shall be protected in conclusively relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Debentures which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Debentures so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Debentures and that the pledgee is not the Company or any other obligor upon the Debentures or any Affiliate of the Company or of such other obligor.

"Paying Agent" means any Person authorized by the Company to pay the principal or Redemption Price of or interest on any Debentures on behalf of the Company. The initial Paying Agent shall be the Trustee.

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

"Place of Payment" means The City of New York.

"Predecessor Debenture" of any particular Debenture means every previous Debenture evidencing all or a portion of the same debt as that evidenced by such particular Debenture; and, for the purposes of this definition, any Debenture authenticated and delivered under Section 3.6 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Debenture shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Debenture.

"Property Trustee" has the meaning set forth in the Trust Agreement.

"Purchase Agreement" has the meaning set forth in the Trust Agreement.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

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

"Redemption Price," when used with respect to any Debenture to be redeemed, means the Special Event Redemption Price or Optional Redemption Price, as the case may be.

"Reference Treasury Dealer" means (i) Merrill Lynch Government Securities, Inc. and its respective successors; provided, however, that if

the foregoing shall cease to be a primary U.S. Government securities dealer in The City of New York (a "Primary Treasury Dealer"), the Company shall substitute therefor another Primary Treasury Dealer; and (ii) any other Primary Treasury Dealer selected by the Company.

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

"Registration Rights Agreement" means the Registration Rights Agreement, dated the date hereof, among the Trust, the Company and the initial purchasers party to the Purchase Agreement.

"Regular Record Date" has the meaning specified in Section 3.5.

"Regulation S" shall mean Regulation S under the Securities Act.

"Regulation S Global Capital Security" has the meaning specified in the Trust Agreement.

"Responsible Officer" means, with respect to the Trustee, any officer within the Corporate Trust Office of the Trustee, including any vice-president, any assistant vice-president, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer's knowledge of and familiarity with the particular subject.

"Rule 144A" shall mean Rule 144A under the Securities Act.

"Rule 144A Global Capital Security" has the meaning specified in the Trust Agreement.

"Rule 144A Global Debenture" shall have the meaning specified in Section 2.1 hereof.

"Rule 144A Information" shall be such information with respect to the Company as is specified pursuant to Rule 144A(d)(4) under the Securities Act (or any successor provisions thereto).

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time, and any successor legislation, and the rules and regulations of the Commission promulgated thereunder.

"Senior Indebtedness" means, with respect to the Company, (i) the principal, premium, if any, and interest in respect of (A) indebtedness of the Company for money borrowed and (B) indebtedness evidenced by securities, notes, debentures, bonds or other similar instruments issued by the Company; (ii) all capital lease obligations of the Company; (iii) all obligations of the Company issued or assumed as the deferred purchase price of property, all conditional sale obligations of the Company and all obligations of the Company under any conditional sale or title retention agreement (but excluding trade accounts payable in the ordinary course of business); (iv) all obligations of the Company in respect of any letters of credit, banker's acceptances, security purchase facilities or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of other Persons for the payment of which the Company is responsible or liable as obligor, guarantor or otherwise; and (vi) all obligations of the type referred to in clauses (i) through (vi) of other Persons secured by any lien on any property or asset of the Company (whether or not such obligation is assumed by the Company), in each case except for (1) any such indebtedness that is by its terms subordinated to or ranks pari passu with the Debentures, and (2) all debt securities and guarantees in respect of those debt securities, issued to any other trust, or a trustee of such trust, partnership or other entity affiliated with the Company which is a financing vehicle of the Company (a "Financing Entity") in connection with the issuance by such Financing Entity of equity securities or other securities which rank pari passu with, or junior to, the Guarantee. Such Senior Indebtedness shall continue to be Senior Indebtedness and be entitled to the benefits of the subordination provisions hereunder, irrespective of any amendment, modification or waiver of any term of such Senior Indebtedness.

"Series A Debentures" means the Company's 8.54% Junior Subordinated Deferrable Interest Debentures, Series A, due March 1, 2027, as authenticated and issued under this Indenture.

"Series B Debentures" means the Company's 8.54% Junior Subordinated Deferrable Interest Debentures, Series B, due March 1, 2027, as authenticated and issued under this Indenture.

"Special Event" means a Tax Event or an Investment Company Event.

"Special Event Redemption" means a redemption pursuant to Section 11.1.

"Special Event Redemption Price" shall mean, with respect to a Special Event Redemption, an amount in cash equal to the greater of (i) 100% of the principal amount of such Debentures or

(ii) the sum, as determined by a Quotation Agent, of the present values of the Redemption Price with respect to an Optional Redemption of Debentures on the Initial Optional Redemption Date, together with scheduled payments of interest on the Debentures accruing from the Redemption Date to and including the Initial Optional Redemption Date, discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus, in each case, accrued interest thereon, to the Redemption Date.

"Special Record Date" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 3.7.

"Stated Maturity" means February 1, 2027.

"Tax Event" means the receipt by the Company and the Trust of an opinion of counsel experienced in such matters to the effect that, as a result of (a) any amendment to, or change (including any announced proposed change) in, the laws or any regulations thereunder of the United States or any political subdivision or taxing authority thereof or therein, or (b) any amendment to or change in an interpretation or application of such laws or regulations by any legislative body, court, governmental agency or regulatory agency (including the enactment of any legislation, the publication of any judicial decision or regulatory determination or the issuance by the Internal Revenue Service of a revenue ruling, revenue procedure, notice or announcement (which notice or announcement is published in the Internal Revenue Bulletin), on or after March 7, 1997), there is more than an insubstantial risk that (i) interest payable to the Trust on the Debentures would not be deductible by the Company for United States federal income tax purposes or (ii) the Trust will be subject to more than a de minimis amount of other taxes, duties or other governmental charges.

"Trust" means RenaissanceRe Capital Trust, a Delaware statutory business trust, sponsored by RenaissanceRe Holdings Ltd. for the purpose of issuing Trust Securities in connection with the issuances of Debentures under this Indenture.

"Trust Agreement" means the Amended and Restated Declaration of Trust among the Trustees named therein and the Company, as sponsor, as amended.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as in force at the date as of which this instrument was executed, except as provided in Section 9.5.

"Trust Securities" means Common Securities and Capital Securities.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument until a successor Trustee

shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean or include each Person who is then a Trustee hereunder.

"U.S. Government Obligations" has the meaning specified in Section 4.4.

"Unrestricted Global Capital Security" has the meaning specified in the Trust Agreement.

"Unrestricted Global Debenture" shall have the meaning specified in Section 2.1 hereof.

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

SECTION 1.2. Compliance Certificates and Opinions.

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

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

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

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

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

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

SECTION 1.3. Form of Documents Delivered to Trustee.

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

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

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

SECTION 1.4. Acts of Holders; Record Dates.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given or taken by Holders shall be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.1) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

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

(c) The ownership of Debentures shall be proved by the Debenture Register.

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

(e) The Company may, in the circumstances permitted by the Trust Indenture Act, fix any day as the record date for the purpose of determining the Holders of Debentures entitled to give or take any request, demand, authorization, direction, notice, consent, waiver or other action, or to vote on any action, authorized or permitted to be given or taken by Holders of Debentures. If not set by the Company prior to the first solicitation of a Holder of Debentures made by any Person in respect of any such action, or, in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the 30th day (or, if later, the date of the most recent list of Holders required to be provided pursuant to Section 7.1 hereof) prior to such first solicitation or vote, as the case may be. With regard to any record date for action to be taken by the Holders of Debentures, only the Holders of Debentures on such date (or their duly designated proxies) shall be entitled to give or take, or vote on, the relevant action.

SECTION 1.5. Notices, Etc., to Trustee and Company.

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

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

Administration; provided, however, that no such instrument will not be considered properly given if submitted in an electronic format, i.e., by E-Mail or otherwise, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at the address of its principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company.

SECTION 1.6. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Debenture Register, not later than the latest date and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

SECTION 1.7. Conflict with Trust Indenture Act.

Except as otherwise expressly provided herein, the Trust Indenture Act shall apply as a matter of contract to this Indenture for purposes of interpretation, construction and defining the rights and obligations hereunder, and this Indenture, the Company, and the Trustee shall be deemed for all purposes hereof to be subject to and governed by the Trust Indenture Act to the same extent as would be the case if this Indenture were qualified under that Act on the date hereof. Except as otherwise provided herein, if any provision hereof limits, qualifies or conflicts with the duties imposed by any of Sections 310 to 317, inclusive, of the Trust Indenture Act through operation of Section 318(c) thereof, such imposed duties shall control.

ARTICLE II.

SECURITY FORM

SECTION 2.1. Forms Generally.

The Debentures and the Trustee's certificate of authentication shall be in substantially the form set forth in Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture or any supplemental indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Clearing Agency therefor or as may, consistently herewith, be determined by the officers executing such Debentures, as evidenced by their execution of such Debentures.

The certificates evidencing Debentures may be produced in any manner as determined by the officers executing such Debentures, as evidenced by their execution of such Debentures.

SECTION 2.2. Global Securities.

(a) Debentures may be issued as Global Debentures or as Definitive Debentures.

(b) The Global Debentures shall represent the aggregate amount of outstanding Debentures from time to time endorsed thereon; provided, that the

aggregate amount of outstanding Debentures represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and cancellations. Any endorsement of a Global Debenture to reflect the amount of any increase or decrease in the amount of outstanding Debentures represented thereby shall be made by the Trustee, in accordance with instructions given by the Company as required by this Section 2.2.

(c) The Global Debentures may be transferred, in whole but not in part, only to the Clearing Agency, nominee of the Clearing Agency, or to a successor Clearing Agency selected or approved by the Company or to a nominee of such successor Clearing Agency.

(d) Neither the Company nor the Trustee shall have any responsibility or obligation to any Clearing Agency direct participant (a "Participant") or to any Beneficial Owner. The Company and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of any Clearing Agency with respect to any beneficial ownership interest in a Global Debenture, (ii) the delivery to any Participant, Beneficial Owner or other Person, other than the Clearing Agency, of any notice with respect to a Global Debenture, including any notice of redemption, (iii) the payment to any Participant,

Beneficial Owner or other Person, other than the Clearing Agency, of any amount with respect to the payment of the principal or Redemption Price of or interest on a Global Debenture, or (iv) any consent or waiver given or other action taken by the Clearing Agency as Holder of a Global Debenture. The Company and the Trustee may treat the Clearing Agency as, and deem the Clearing Agency to be, the Holder of any Global Debenture in whose name such Global Debenture is registered in the Debenture Register for all purposes whatsoever including (but not limited to) (A) payment of the principal or Redemption Price of and interest on each such Global Debenture, (B) giving notices of redemption and other matters with respect to such Global Debenture, (C) registering transfers with respect to such Global Debenture and (D) approval of supplemental indentures.

(e) If at any time the Clearing Agency notifies the Company that it is unwilling or unable to continue as Clearing Agency or the Clearing Agency has ceased to be a clearing agency registered under the Exchange Act, and a successor Clearing Agency is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition, as the case may be, the Company shall execute, and the Trustee, upon written notice from the Company, shall authenticate and make available for delivery the Definitive Debentures, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Debentures in exchange for such Global Debentures. If there is an Event of Default, the Clearing Agency shall have the right to exchange the Global Debentures for Definitive Debentures. In addition, the Company may at any time determine that the Debentures shall no longer be represented by a Global Debenture. In the event of such an Event of Default or such a determination, the Company shall execute, and subject to Section 3.6, the Trustee, upon receipt of an Officers' Certificate evidencing such determination by the Company, shall authenticate and make available for delivery the Definitive Debentures, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Debentures in exchange for such Global Debentures. Upon the exchange of Global Debentures for such Definitive Debentures, the Global Debentures shall be cancelled by the Trustee. Definitive Debentures issued in exchange for a Global Debenture shall be registered in such names and in such authorized denominations as the Clearing Agency, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Definitive Debentures to the Clearing Agency for delivery to the Persons in whose names such Definitive Debentures are so registered.

ARTICLE III.

THE SECURITIES

SECTION 3.1. Execution and Authentication.

Debentures shall be signed for the Company by the manual or facsimile signature of the Chairman of the Board, the President or a Vice-President and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, of the Company. If an officer whose signature is on a Debenture no longer holds that office at the time the Debenture is authenticated, the Debenture shall nevertheless be valid.

A Debenture shall not be valid until authenticated by the manual signature of an authorized officer of the Trustee. The signature of the Trustee shall be conclusive evidence that the Debenture has been authenticated under this Indenture. Each Debenture shall be dated the date of its authentication. The form of Trustee's certificate of authentication to be borne by the Debentures shall be substantially as set forth in Exhibit A hereto.

The Trustee shall, upon a Company Order, authenticate for original issue up to \$103,092,783.51 in aggregate principal amount of Debentures. The Debentures shall be registered upon authentication and delivery in the names specified in the Company Order.

Series A Debentures shall be in authorized denominations of \$100,000 or integral multiples of \$1,000 in excess thereof, except that one Series A Debenture may be in the principal amount of \$3,092,783.51.

The Debentures are issuable in two Series, the "8.54% Junior Subordinated Deferrable Interest Debentures, Series A" (the "Series A Debentures") and the "8.54% Junior Subordinated Deferrable Interest Debentures, Series B" (the "Series B Debentures"). The Series A Debentures and the Series B Debentures shall be of equal rank, without preference as to any payment or obligation under this Indenture. As of the Closing Time and up until the consummation of the Exchange Offer, the Trustee shall authenticate and deliver only Series A Debentures. Series B Debentures shall be authenticated and delivered only as provided in Section 3.6(c).

SECTION 3.2. Form and Payment.

Except as provided in Section 3.4, the Debentures shall be issued as Definitive Debentures. Principal of, Redemption Price, if any, and interest on the Definitive Debentures will be payable, the transfer of such Definitive Debentures will be registrable and such Definitive Debentures will be exchangeable

for Definitive Debentures bearing identical terms and provisions at the office of the Paying Agent; provided, however, that payment of interest with respect to the Debentures may be made at the option of the Company (i) by check mailed to the Holder at such address as shall appear in the Debenture Register or (ii) by transfer to an account maintained by the Person entitled thereto, provided that proper transfer instructions have been received in writing by the relevant record date. Notwithstanding the foregoing, so long as the Holder of all Outstanding Debentures is the Property Trustee, the payment of the principal or Redemption Price of and interest on such Debentures will be made at such place and to such account as may be designated by the Property Trustee.

SECTION 3.3. Legends.

(a) Except as permitted by subsection (b) of this Section 3.3 or as otherwise determined by the Company in accordance with applicable law, each Debenture shall bear the applicable legends relating to restrictions on transfer pursuant to the securities laws in substantially the form set forth in Exhibit A hereto.

(b) The Company shall issue and the Trustee shall authenticate Series B Debentures in exchange for Series A Debentures accepted for exchange in the Exchange Offer, which Series B Debentures shall not bear the legends required by subsection (a) above, in each case unless the holder of such Series A Debentures is either (A) a broker-dealer who purchased such Series A Debentures directly from the Company for resale pursuant to Rule 144A or any other available exemption under the Securities Act, (B) a Person participating in the distribution of the Series A Debentures or (C) a Person who is an affiliate (as defined in Rule 144 under the Securities Act) of the Company.

SECTION 3.4. Dissolution of the Trust.

(a) In connection with a Dissolution Event, the Trustee shall register the transfers of Debentures in such series (subject to Section 3.6(c)), in such principal amounts and registered in such names as the Property Trustee shall direct in its assignment of Debentures to the holders of Trust Securities. The Trustee shall as promptly as reasonably practicable authenticate and deliver to an Administrative Trustee Debentures in authorized denominations in such amounts, registered in such names and in such forms (Global Debentures or Definitive Debentures) as the Property Trustee shall have directed in its assignment.

(b) In connection with the procedures specified in paragraph (b) above, only Series A Debentures shall be issued for Series A Capital Securities or Common Securities and Series B Debentures shall be issued for only Series B Capital Securities.

(c) Any Debentures authenticated and delivered pursuant to paragraph (a) above shall bear the legends as appear on the Trust Security certificates for which such Debentures are so exchanged, mutatis mutandis.

SECTION 3.5. Interest.

(a) Each Debenture will bear interest at the rate of 8.54% per annum, except as provided in Section 3.5(d) (the "Coupon Rate"), from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from the Issue Date, until the principal thereof becomes due and payable, and at the rate of 8.54% per annum on any overdue principal or Redemption Price and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest, compounded semi-annually, payable (subject to the provisions of Article XII) semi-annually in arrears on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing on September 1, 1997, to the Person in whose name such Debenture is registered, which, in respect of (i) any Debentures of which the Property Trustee is the Holder or (ii) a Global Debenture, shall be the close of business on the Business Day next preceding an Interest Payment Date; in respect of any other Debentures, the Regular Record Date shall be the fifteenth day preceding an Interest Payment Date.

(b) Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months and, for any period of less than a full calendar month, the number of days lapsed in such month. In the event that any Interest Payment Date falls on a day that is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), with the same force and effect as if made on such Interest Payment Date.

(c) The Company will not be responsible for, nor will the Company be required to compensate Holders of Debentures for any withholding taxes that are imposed on interest payments on the Debentures.

(d) The Coupon Rate may be adjusted from time to time in accordance with the Registration Rights Agreement in payment of any Liquidated Damages thereunder.

SECTION 3.6. Transfer and Exchange.

(a) Transfer Restrictions. The Series A Debentures, and those Series

B Debentures with respect to which any Person described in Section 3.3(b) (A), (B) or (C) is the beneficial owner, may not be transferred except in compliance with the legend contained in Exhibit A unless otherwise determined by the Company, in its sole discretion, in accordance with applicable

law. Upon a distribution of the Debentures following a Dissolution Event, the Company and the Trustee shall enter into a supplemental indenture pursuant to Section 9.01 to provide for the transfer restrictions and procedures with respect to the Debentures substantially similar to those contained in the Trust Agreement to the extent applicable under the circumstances existing at such time.

(b) General Provisions Relating to Transfers and Exchanges. Upon

surrender for registration of transfer of any Debenture at the office or agency of the Company maintained for the purpose pursuant to Section 10.2, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Debentures of the same series, of any authorized denominations and of a like aggregate principal amount.

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

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

All Definitive Debentures and Global Debentures issued upon any registration of transfer or exchange of Definitive Debentures or Global Debentures shall be obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Definitive Debentures or Global Debentures surrendered upon such registration of transfer or exchange.

No service charge shall be made to a Holder for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other administrative expenses (including the fees and expenses of the Trustee) that may be connected therewith.

The Company shall not be required to (i) issue, register the transfer of or exchange Debentures during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption or any notice of selection of Debentures for redemption under Article XI hereof and ending at the close of business on the day of such mailing; or (ii) register the transfer of or exchange any Debenture so selected for redemption in

whole or in part, except the unpaid portion of a Debenture being prepaid in part.

(c) Exchange of Series A Debentures for Series B Debentures. The

Series A Debentures may be exchanged for Series B Debentures pursuant to the terms of the Exchange Offer. The Trustee shall make the exchange as follows:

The Company shall present the Trustee with an Officers' Certificate certifying as to the following information:

(i) upon issuance of the Series B Debentures, the transactions contemplated by the Exchange Offer shall have been consummated; and

(ii) the principal amount of Series A Debentures properly tendered in the Exchange Offer that are represented by a Global Debenture and the principal amount of Series A Debentures properly tendered in the Exchange Offer that are represented by Definitive Debentures, the name of each Holder of such Definitive Debentures, the principal amount properly tendered in the Exchange Offer by each such holder and the name and address to which Definitive Debentures representing Series B Debentures shall be registered and sent for each such Holder.

The Trustee, upon receipt of (i) such Officers' Certificate, (ii) an Opinion of Counsel (x) to the effect that the Series B Debentures have been registered under Section 5 of the Securities Act and the Indenture has been qualified under the Trust Indenture Act and (y) with respect to the matters set forth in Section 3(m) of the Registration Rights Agreement and (iii) a Company Order, shall authenticate (A) a Global Debenture for Series B Debentures in aggregate principal amount equal to the aggregate principal amount of Series A Debentures represented by a Global Debenture indicated in such Officers' Certificate as having been properly tendered and (B) Definitive Debentures representing Series B Debentures registered in the names of, and in the principal amounts indicated in, such Officers' Certificate.

If less than all of the principal amount of a Global Debenture for the Series A Debentures is to be exchanged for a Global Debenture for the Series B Debentures, the Trustee shall make an endorsement on such Global Debenture for Series A Debentures indicating a reduction in the principal amount represented thereby.

The Trustee shall deliver such Definitive Debentures for Series B Debentures to the Holders thereof as indicated in such Officers' Certificate.

(d) Minimum Transfers. Debentures may only be transferred in minimum

blocks of \$100,000 and integral multiples of \$1,000 in excess thereof.

SECTION 3.7. Mutilated, Destroyed, Lost and Stolen Debentures.

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

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

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

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

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

SECTION 3.8. Payment of Interest, Interest Rights Preserved.

Interest on any Debenture which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Debenture (or one or more Predecessor Debentures) is registered at the close of business on the Regular Record Date for such interest.

Interest on any Debenture (including any Deferred Interest at the end of an Extension Period) which is payable, but is not

punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Debentures (or their respective Predecessor Debentures) 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 Debenture of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Debentures of such series at his address as it appears in the Debenture Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Debentures (or their respective Predecessor Debentures) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Company may make payment of any Defaulted Interest on the Debentures in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system, or any similar organization on which such Debentures may be listed, and upon such notice as may be required by such exchange, quotation system or organization if, after written 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 in its sole discretion.

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

SECTION 3.9. Persons Deemed Owners.

The Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name any Debenture is registered as the owner of such Debenture for the purpose of receiving payment of principal or Redemption Price of and (subject to Section 3.8) interest on such Debenture and for all other purposes whatsoever, whether or not such Debenture be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

Notwithstanding the foregoing, with respect to any Global Debenture, 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 a Clearing Agency or impair, as between a Clearing Agency and Beneficial Owners, the operation of customary practices governing the exercise of the rights of the Clearing Agency as Holder of such Global Debenture.

SECTION 3.10. Cancellation.

All Debentures surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Debentures previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Debentures so delivered shall be promptly cancelled by the Trustee. No Debentures shall be authenticated in lieu of or in exchange for any Debentures cancelled except as otherwise expressly permitted by this Indenture.

SECTION 3.11. CUSIP Numbers.

The Company in issuing the Debentures may use "CUSIP," "CINS" or "ISIN" numbers (if then generally in use), and, if so, the Trustee shall use such numbers in notices of redemption as a convenience to Holders; provided that the Trustee shall assume no responsibility for the accuracy of such numbers and any such redemption shall not be affected by any defect in or omission of such numbers.

SECTION 3.12. Right of Set-Off.

With respect to the Debentures initially issued to the Trust, notwithstanding anything to the contrary herein, the Company shall have the right to set off any payment it is otherwise required to make in respect of any such Debenture to the extent the Company has theretofore made, or is concurrently on the date of such payment making, a payment under the Capital Securities Guarantee relating to such Debenture or to a holder of Capital Securities pursuant to a Direct Action undertaken under Section 5.8.

ARTICLE IV.

SATISFACTION AND DISCHARGE; DEFEASANCE

SECTION 4.1. Satisfaction and Discharge of Indenture.

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

(1) either

(A) all Debentures theretofore authenticated and delivered (other than (i) Debentures which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.7 and (ii) Debentures for whose payment money has theretofore been deposited in trust or deposited in trust and thereafter repaid to the Company, as provided in Section 10.3) have been delivered to the Trustee for cancellation; or

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

(i) have become due and payable, or

(ii) will become due and payable at Maturity within one year, provided, the Company shall have made arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company in the,

and the Company, in the case of (i) or (ii) above, has deposited or caused to be deposited with the Trustee as trust funds in trust an amount sufficient to pay and discharge the entire indebtedness on such Debentures not theretofore delivered to the Trustee for cancellation, for payment of principal or Redemption Price and interest to the

date of such deposit (in the case of Debentures which have become due and payable) or to Maturity, excluding Additional Interest;

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

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

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company under Sections 6.7, the Company's obligations to pay the expenses of the Trust under Section 3.5(c) (except upon the application of subclauses 1(A) or 1(B)(i) above), 6.14, and, if money shall have been deposited with the Trustee pursuant to subclauses (A) and (B) of clause (1) of this Section, the obligations of the Trustee under Sections 4.5 and 4.6 and the last paragraph of Section 10.3 shall survive.

SECTION 4.2. Defeasance and Discharge.

In addition to discharge of this Indenture pursuant to Section 4.1, the Company shall be deemed to have paid and discharged the entire indebtedness on all Debentures on and after the date the conditions set forth in Section 4.4 are satisfied with respect to this Section (hereinafter called "Defeasance"), and the provisions of this Indenture shall no longer be in effect except for the provisions contained in Sections 3.5, 3.6, 4.2, 4.5, 4.6, 7.1 and 10.1 and Article VI, and the Trustee at the cost and expense of the Company, shall execute proper instruments acknowledging the Defeasance and discharge.

SECTION 4.3. Covenant Defeasance.

The Company shall be released from and incur no liability for its noncompliance with the obligations of the Company under the covenants, representations and warranties of this Indenture, other than those contained in Sections 3.5, 3.6, 4.2, 4.5, 4.6, 7.1 and 10.1 and Article VI, on and after the date the conditions set forth in Section 4.4 are satisfied with respect to this Section, (hereinafter called "Covenant Defeasance"). Upon a Covenant Defeasance, occurrence of any event specified in Section 5.1(3) shall be deemed not to be or result in an Event of Default. The Trustee, at the cost and expense of the Company, shall execute proper instruments acknowledging the Covenant Defeasance.

SECTION 4.4. Conditions to Defeasance or Covenant Defeasance.

The following shall be the conditions to application of either Section 4.2 and 4.3 to the Outstanding Debentures:

(a) with respect to Section 4.2 or 4.3, the Company has irrevocably deposited or caused to be irrevocably deposited with the Trustee as funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of Debentures (i) cash in an amount, or (ii) direct obligations of the United States of America, backed by its full faith and credit ("U.S. Government Obligations"), maturing as to principal and/or interest, at such times and in such amounts as will insure the availability of cash, or (iii) a combination thereof, in each case sufficient (without reinvestment), in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge the principal or Redemption Price of and interest, excluding Additional Interest, on all Debentures on each date that such principal or Redemption Price and interest is due and payable (such deposit, the "Defeasance Deposit");

(b) with respect to Section 4.2 or 4.3, such Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under, this Indenture or any agreement or instrument to which the Company is a party or by which it is bound;

(c) with respect to Section 4.2 or 4.3, such Defeasance or Covenant Defeasance shall not cause the trust holding the Defeasance Deposit to be required to qualify as a regulated investment company under the Investment Company Act of 1940, as amended, unless it is qualified as such,

(d) with respect to Section 4.2 or 4.3, the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent contemplated by this provision for Defeasance or Covenant Defeasance, as appropriate, have been complied with;

(e) with respect to Section 4.2 only, the Company has delivered to the Trustee an Opinion of Counsel based on the fact that (x) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (y), since the date hereof, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and such opinion shall confirm that, the Holders of the Debentures will not recognize income, gain or loss for federal income tax purposes as a result of the Defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such Defeasance had not occurred;

(f) with respect to Section 4.2 only, no Event of Default or event which with notice or lapse of time or both would become an Event of Default shall have occurred and be continuing (A) on the date of the Defeasance Deposit or (B) insofar as Sections 5.1(5) and (6) of this Indenture are concerned, at any time during the period beginning on such date and ending on the

91st day after the date of such deposit or, if longer, ending on the date following the expiration of the longest preference period applicable to the Company in respect of the Defeasance Deposit; and

(g) with respect to Section 4.3 only, the Company has delivered to the Trustee an Opinion of Counsel to the effect that, and such opinion shall confirm that, the Holders of the Debentures will not recognize income, gain or loss for federal income tax purposes as a result of the Covenant Defeasance and will be subject to federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such Covenant Defeasance had not occurred.

SECTION 4.5. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 10.3, the Defeasance Deposit shall be held in trust, and all money earned on such Defeasance Deposit shall be applied by it, in accordance with the provisions of the Debentures and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Persons entitled thereto, of the principal or Redemption Price and interest other than Additional Interest for whose payment the Defeasance Deposit has been deposited with the Trustee.

SECTION 4.6. Indemnity for U.S. Government Obligations.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 4.4 or the principal or interest received in respect of such obligations other than any such tax, fee or other charge that by law is for the account of the Holders of the Outstanding Debentures.

This obligation set forth in this Section 4.6 shall survive the resignation or removal of the Trustee or the discharge of this Indenture.

ARTICLE V.

REMEDIES

SECTION 5.1. Events of Default.

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

(1) default in the payment of interest on the Debentures or Other Debentures when it becomes due and payable, and continuance of such default for a period of 30 days (subject to the deferral of any due date in the case of an Extension Period); or

(2) default in the payment of the principal or Redemption Price on the Debentures or Other Debentures at their Maturity; or

(3) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Outstanding Debentures a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(4) the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable 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 ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 30 consecutive days; or

(5) the commencement by the Company of a voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganization or other similar 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 applicable 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 similar official of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action.

SECTION 5.2. Acceleration of Maturity; Rescission and Annulment.

(a) If an Event of Default occurs and is continuing, then in every such case the Trustee, if the Trustee has actual knowledge thereof, or the Holders of not less than 25% in aggregate principal amount of the Outstanding Debentures of that series may, but shall not be obligated to, declare the principal amount of all of the Debentures to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon such declaration such principal amount (or specified amount) shall become immediately due and payable.

(b) At any time after such declaration of acceleration has been made, the Holders of Debentures representing a majority in aggregate principal amount of the Outstanding Debentures, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if

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

(A) all overdue interest, and

(B) the principal or Redemption Price of any Debentures which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor,

and

(2) all Events of Default, other than the nonpayment of the principal or Redemption Price of Debentures which have become due solely by such declaration of acceleration, have been cured or waived as provided herein.

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

SECTION 5.3. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

(1) default is made in the payment of any interest, if any, to the extent the Company is not entitled to further extend the payment of such interest pursuant to Article XII on any Debenture when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment of the principal or Redemption Price of any Debenture at the Maturity thereof, then

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Debentures, the whole amount then due and payable on such Debentures for principal or Redemption Price and interest, and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal or Redemption Price, on any overdue interest, at the Coupon Rate, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

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

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

SECTION 5.4. Trustee May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Debentures or the property of the Company or of such other obligor or their creditors, the Trustee

(irrespective of whether the principal or Redemption Price of any of the Debentures shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of any overdue amount) shall be entitled and empowered, by intervention in such proceeding or otherwise,

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

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

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 6.7.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Debentures 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 5.5. Trustee May Enforce Claims Without Possession of Debentures.

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

SECTION 5.6. Application of Money Collected.

Any money collected by the Trustee pursuant to this Article (other than pursuant to Section 5.2(b)) shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or Redemption Price and interest upon presentation of the Debentures and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due the Trustee under Section 6.7;

SECOND: To the payment of all Senior Indebtedness of the Company if and to the extent required by Article XIII;

THIRD: To the payment of the amounts then due and unpaid for principal or Redemption Price of and interest on the Debentures in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Debentures for principal or Redemption Price and interest; and

FOURTH: To the Company.

SECTION 5.7. Limitation on Suits.

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

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

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

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

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

(5) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority in principal amount of all Outstanding Debentures;

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

SECTION 5.8. Unconditional Right of Holders to Receive Principal or Redemption Price and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Debenture shall have the right, which is absolute and unconditional, to receive payment of the principal or Redemption Price of and interest on such Debenture when due and payable in accordance with its terms and to institute suit for the enforcement of any such payment, and such rights shall not be impaired or affected without the consent of such Holder. Subject to prior subrogation with respect to such payment pursuant to Section 15.1, any registered holder of Capital Securities shall have the right pursuant to the Trust Agreement upon the occurrence of an Event of Default described in Section 5.1(1), 5.1(2) or 5.1(3), to institute a suit directly against the Company for enforcement of payment to such holder of principal or Redemption Price of and interest on the Debentures having an aggregate principal amount equal to the aggregate Liquidation Amount of such Capital Securities held by such holder.

SECTION 5.9. Restoration of Rights and Remedies.

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

SECTION 5.10. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Debentures in the last paragraph of Section 3.6, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every

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

SECTION 5.11. Delay or Omission Not Waiver.

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

SECTION 5.12. Control by Holders.

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

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

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

SECTION 5.13. Waiver of Past Defaults.

The Holders of not less than a majority in aggregate principal amount of the Outstanding Debentures may on behalf of the Holders of all the Debentures waive any past default hereunder and its consequences, except a default

(1) in the payment of the principal or Redemption Price of and interest on any Debenture unless such default has been cured pursuant to Section 5.2(b), or

(2) in respect of a covenant or provision hereof which under Article IX cannot be modified or amended without the consent of the Holder of each Outstanding Debenture.

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

SECTION 5.14. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Debenture by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by its Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Company, to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Debentures, or to any suit instituted by any Holder for the enforcement of the payment of the principal or Redemption Price of and interest on any Debenture on or after the Maturity thereof.

SECTION 5.15. Waiver of Stay or Extension Laws.

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

ARTICLE VI.

THE TRUSTEE

SECTION 6.1. Certain Duties and Responsibilities.

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

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

(2) in the absence of negligence or bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed

therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) In case an Event of Default of which a Responsible Officer of the Trustee has actual knowledge 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 man would exercise or use under the circumstances in the conduct of his own affairs.

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

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

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

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in aggregate principal amount of the Outstanding Debentures determined as provided in Section 5.12, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

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

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

SECTION 6.2. Notice of Defaults.

Within 90 days after the occurrence of any default hereunder, the Trustee shall transmit by mail to all Holders of Debentures, as their names and addresses appear in the Debenture Register, notice of such default hereunder actually known to a Responsible Officer of the Trustee, unless such default shall have been cured or waived; provided that, except in the case of a default in the payment of principal, Redemption Price or interest, the Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders of Debentures; and provided, further, that in the case of any default of the character specified in Section 5.1(3), no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

SECTION 6.3. Certain Rights of Trustee.

Subject to the provisions of Section 6.1:

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

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

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

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

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

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

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

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

(i) the Trustee shall not be deemed to have notice of any Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Debentures and this Indenture.

SECTION 6.4. Not Responsible for Recitals or Issuance of Debentures.

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

SECTION 6.5. May Hold Debentures.

The Trustee, any Authenticating Agent, any Paying Agent, any Debenture Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Debentures and, subject to Section 6.8 and 6.13, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Debenture Registrar or such other agent.

SECTION 6.6. Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Company. So long as no Event of Default shall have occurred and be continuing, all interest allowed on any such moneys shall be paid from time to time upon the written order of the Company, signed by the Chairman of the Board of Directors, the President or a Vice President or the Treasurer or an Assistant Treasurer of the Company.

SECTION 6.7. Compensation and Reimbursement.

The Company agrees:

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

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

(3) to indemnify the Trustee and its officers, directors, employees and agents for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As security for the performance of the obligations of the Company under this Section, the Trustee shall have a lien prior to the Debentures upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of Holders of particular Debentures. The obligations of the Company under this Section shall survive the satisfaction and discharge of this Indenture or the earlier resignation or removal of the Trustee.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.1(4) or Section 5.1(5), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable Federal or state bankruptcy, insolvency or other similar law.

SECTION 6.8. Disqualification; Conflicting Interests.

The Trustee shall be subject to the provisions of Section 310(b) of the Trust Indenture Act. Nothing herein shall prevent the Trustee from filing with the Commission the application referred to in the second to last paragraph of said Section 310(b).

SECTION 6.9. Corporate Trustee Required, Eligibility.

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of said supervision or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 6.10. Resignation and Removal, Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirement of Section 6.11.

(b) The Trustee may resign at any time by giving written notice thereof to the Company. If the instrument of acceptance by a successor Trustee required by Section 6.11 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by Act of the Holders of a majority in aggregate principal amount of the Outstanding Debentures, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with Section 6.8 after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Debenture for at least six months, or

(2) the Trustee shall cease to be eligible under Section 6.9 and shall fail to resign after written request therefor by the Company or by any such Holder, or

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

then, in any such case, (i) the Company, by a Board Resolution, may remove the Trustee with respect to all Debentures, or (ii) subject to Section 5.14, any Holder who has been a bona fide Holder of a Debenture for at least six months may, on behalf of himself and all other Holders similarly situated, petition and court of competent jurisdiction for the removal of the Trustee with respect to all Debentures and the appointment of a successor Trustee or Trustees.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Company, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees and shall comply with the applicable requirements of Section 6.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Debentures delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 6.11, become the successor Trustee and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee shall

have been so appointed by the Company or the Holders and accepted appointment in the manner required by Section 6.11, any Holder who has been a bona fide Holder of a Debenture for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) The Company shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to all Holders of Debentures of such series as their names and addresses appear in the Debenture Register. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

SECTION 6.11. Acceptance of Appointment by Successor.

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

(a) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and conforming to such successor Trustee all such rights, powers and trusts.

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

(c) The Trustee shall not be liable for the acts or omissions to act of any successor Trustee.

SECTION 6.12. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution

or filing of any paper or any further act on the part of any of the parties hereto. In case any Debentures shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Debentures so authenticated with the same effect as if such successor Trustee had itself authenticated such Debentures.

SECTION 6.13. Preferential Collection of Claims Against Company.

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

SECTION 6.14. Appointment of Authenticating Agent.

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

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business or an Authenticating Agent, shall

continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

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

The Trustee agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 6.7.

If an appointment with respect to one or more series is made pursuant to this Section, the Debentures may have endorsed thereon an alternative certificate of authentication in the following form:

This is one of the Debentures of the series designated herein referred to in the within-mentioned Indenture.

[_____]

As Trustee

By _____
As Authenticating Agent

By _____

 Authorizing Officer

ARTICLE VII.

HOLDERS LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 7.1. Company to Furnish Trustee Names and Addresses of Holders.

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

(a) semi-annually not more than 15 days after each Regular Record Date a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Debentures as of the preceding June 30 or December 31 or as of such Regular Record Date, as the case may be, and

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

if and so long as the Company shall be the Debenture Registrar.

SECTION 7.2. Preservation of Information; Communications to Holders.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 7.1 and the names and addresses of Holders received by the Trustee in its capacity as Debenture Registrar. The Trustee may destroy any list furnished to it as provided in Section 7.1 upon receipt of a new list so furnished.

(b) The rights of Holders to communicate with other Holders with respect to their rights under this Indenture or under the Debentures, and the corresponding rights and privileges of the Trustee, shall be as provided in the Trust Indenture Act.

(c) Every Holder of Debentures, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with Section 7.2(b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 7.2(b).

SECTION 7.3. Reports by Trustee.

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

(b) The Trustee shall transmit by mail to all Holders of Debentures, as their names and addresses appear in the Debenture Register, a brief report with respect to the character and amount of any advances (and if the Trustee elects so to state, the circumstances surrounding the making thereof) made by the Trustee (as such) since the date of the last report transmitted pursuant to subsection (a) of this Section (or if no such report has yet been so transmitted, since the date of execution of this instrument) for the reimbursement of which it claims or may claim a lien or charge, prior to that of such Debentures, on property or funds held or collected by it as Trustee and which it has not previously reported pursuant to this subsection, except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal amount of such Debentures Outstanding at such time, such report to be transmitted within 90 days after such time.

(c) A copy of each such report shall, at the time of such transmission to such Holders, be filed by the Trustee with each securities exchange or automated quotation system upon which any such Debentures are listed, if any, with the Commission and with the Company. The Company will notify the Trustee when any such Debentures are listed on any securities exchange or automated quotation system.

SECTION 7.4. Reports by Company.

The Company shall file with the Trustee and with the Commission, and transmit to Holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided in the Trust Indenture Act; provided that any such information, documents or reports required to be filed with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act shall be filed with the Trustee within 15 days after the same is required to be filed with the Commission. 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 beneficial owner of a Debenture, the Company shall promptly furnish Rule 144A Information, or cause such information to be furnished, to such Holder or beneficial owner or to a prospective purchaser of such Debenture designated by such Holder or beneficial owner in order to permit compliance by such Holder or beneficial owner with Rule 144A under the Securities Act in connection with the resale of such Debenture by such Holder or beneficial owner;

provided, however, that the Company shall not be required to furnish such information at any time to a prospective purchaser located outside the United States who is not a "U.S. person" within the meaning of Regulation S under the Securities Act. The Company also shall comply with the other provisions of Trust Indenture Act Section 314(a).

ARTICLE VIII.

CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

SECTION 8.1. Company May Consolidate, Etc., Only on Certain Terms.

The Company shall not (a) consolidate with or merge into any other Person or convey, transfer, sell or lease its properties and assets substantially as an entirety to any Person, and (b) no Person shall consolidate with or merge into the Company or convey, transfer or lease its properties and assets as an entirety or substantially as an entirety to the Company unless:

(1) in the case of (a) the Person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance, transfer or sale, or which leases, the properties and assets of the Company substantially as an entirety shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, the due and punctual payment all amounts due in connection with all the Debentures and the performance of every covenant of this Indenture on the part of the Company to be performed or observed;

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

(3) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, sale, transfer or lease and such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 8.2. Successor Corporation Substituted.

Upon any consolidation of the Company with, or merger of the Company into, any other corporation or any conveyance, transfer, sale or lease of the properties and assets of the Company substantially as an entirety in accordance with Section 8.1, the successor Person formed by such consolidation or into which the

Company is merged or to which such conveyance, transfer, sale 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 corporation had been named as the Company herein, and thereafter, except in the case of a lease, the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Debentures.

ARTICLE IX.

SUPPLEMENTAL INDENTURES

SECTION 9.1. Supplemental Indentures Without Consent of Holders.

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

(1) to evidence the succession of another Person to the Company and the assumption pursuant to Article VIII by any such successor of the covenants of the Company contained herein and in the Debentures; or

(2) to add to the covenants of the Company for the benefit of the Holders of Debentures or to surrender any right or power herein conferred upon the Company; or

(3) to add any additional Events of Default; or

(4) to secure the Debentures; or

(5) to provide for transfer restrictions on Debentures pursuant to Section 3.6(a) or

(6) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee;

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

(8) to conform to any mandatory provisions of law.

SECTION 9.2. Supplemental Indentures with Consent of Holders.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Debentures, by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Debentures under this Indenture; provided that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Debenture affected thereby:

(1) change the Stated Maturity of, or the date of payment of any installment of principal of or interest on, any Debenture, or reduce the principal amount thereof or the rate of interest thereon or any Redemption Price payable upon the redemption or acceleration thereof, payable, or impair the right to institute suit for the enforcement of any such payment on or after the Maturity thereof, or modify the provisions of this Indenture with respect to the subordination of the Debentures in a manner adverse to the Holders, or

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

(3) modify any of the provisions of this Section or Section 5.13, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Debenture affected thereby; provided that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section or the deletion of this proviso, in accordance with the requirements of Section 6.11(b) and 9.1(8), or

(4) remove or impair the rights of any Holder of Debentures to bring a Direct Action in certain circumstances, as provided in Section 15.1.

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

SECTION 9.3. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 6.1) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 9.4. Effect of Supplemental Indentures.

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

SECTION 9.5. Conformity with Trust Indenture Act.

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

SECTION 9.6. Reference in Debentures to Supplemental Indentures.

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

ARTICLE X.

COVENANTS

SECTION 10.1. Payment of Principal, Redemption Price and Interest.

The Company covenants and agrees for the benefit of the Debentures that it will duly and punctually pay the principal or Redemption Price of and interest on the Debentures in accordance with the terms of the Debentures and this Indenture, and will

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

SECTION 10.2. Maintenance of Office or Agency.

The Company will maintain or cause to be maintained in each Place of Payment an office or agency where Debentures may be presented or surrendered for payment, where Debentures may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Debentures and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more other offices or agencies where the Debentures may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Debentures for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 10.3. Money for Debentures Payments to Be Held in Trust.

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

Whenever the Company shall have appointed one or more Paying Agents, the Company will, prior to each due date for the payment of principal, Redemption Price or interest, deposit with such Paying Agent a sum sufficient to pay the amount so becoming due, such sum to be held in trust for the benefit of the Persons entitled to such principal, Redemption Price or interest, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

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

(1) hold all sums held by it for the payment of the principal, Redemption Price or interest in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give the Trustee notice of any default by the Company in the making of any payment of principal, Redemption Price or interest;

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

(4) comply with all provisions of the Trust Indenture Act applicable to it as Paying Agent.

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

Any money deposited with the Trustee or any Paying Agent in trust for the payment of any amount due in connection with the principal or Redemption Price of or interest on any Debenture and remaining unclaimed for two years after such amount has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Debenture shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in the Borough of Manhattan, The City of New York, New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Company.

SECTION 10.4. Statement as to Compliance.

The Company will deliver to the Trustee annually, commencing February 15, 1998, a certificate, from its principal executive officer, principal financial officer or principal accounting officer, stating whether or not to the best knowledge of the signer thereof the Company is in compliance (without regard to periods of grace or notice requirements) with all conditions and covenants under this Indenture, and if the Company shall not be in compliance, specifying such non-compliance and the nature and status thereof of which such signer may have knowledge.

SECTION 10.5. Statement by Officers as to Default.

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

SECTION 10.6. Calculation of Original Issue Discount.

The Company shall file with the Trustee promptly at the end of each calendar year (i) a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on Outstanding Debentures as of the end of such year and (ii) such other specific information relating to such original issue discount as may then be relevant under the Internal Revenue Code of 1986, as amended from time to time.

SECTION 10.7. Covenants as to the Trust.

For so long as the Trust Securities remain outstanding, the Company covenants (i) to directly or indirectly maintain 100% direct or indirect ownership of the Common Securities; provided, however, that any permitted successor of the Company under Article VIII may succeed to the Company's ownership of such Common Securities, (ii) not to cause, as sponsor of the Trust, or to permit, as holder of the Common Securities, the dissolution, winding-up or termination of the Trust, except as provided under the Trust Agreement or this Indenture, (iii) to use its reasonable efforts to cause the Trust (a) to remain a statutory business trust, except in connection with the distribution of Debentures to the holders of Trust Securities in liquidation of the Trust, the redemption of all the Trust Securities, or certain mergers or consolidations, each as permitted by the Trust Agreement, and (b) to otherwise continue to be classified as a grantor trust for United States federal income tax purposes and (iv) to pay to the Trust all ongoing costs, expenses and liabilities of the Trust (other than the Trust Securities).

SECTION 10.8. Restrictions on Certain Payments.

The Company will not (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock or (ii) make any payment of principal, interest or premium, if any, on or repay or repurchase or redeem any debt securities of the Company that rank pari passu with or junior in right of payment to the Debentures or (iii) make any guarantee payments with respect to any guarantee by the Company of the debt securities of any subsidiary of the Company if such guarantee ranks pari passu or junior in right of payment to the Debentures (other than (a) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase capital stock shares of the Company, (b) any declaration of a dividend in connection with the implementation of a stockholder's rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (c) payments under the Guarantee, (d) the purchase of fractional shares resulting from a reclassification of the Company's capital stock, (e) the exchange or conversion of any class or series of the Company's (or any subsidiary's) capital stock for another class or series of the Company's (or any subsidiary's) capital stock, or of any class or series of the Company's (or any subsidiary's) indebtedness (f) the purchase of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged; and (g) purchases, redemptions or other acquisitions of the Company's (or any subsidiary's) capital stock under any employment agreement or any benefit plan for the Company's directors, officers, or employees or any dividend reinvestment or director, officer or employee stock purchase plan of the Company) if at such time (1) there shall have occurred and be continuing any event of which the Company has actual knowledge which would constitute an "Event of Default" under the Trust Agreement, (2) there shall have occurred and be continuing any event of which the Company has actual knowledge which would constitute an Event of Default under this Indenture, (3) there shall have occurred and be continuing a payment default under the Trust Agreement or the Indenture, (4) if the Debentures are held by the Trust, the Company shall be in default with respect to its payment of any obligations under the Capital Securities Guarantee or (5) the Company shall have given notice of its election of an Extension Period and shall not have rescinded such notice, and such Extension Period, or any extension thereof, shall be in effect.

SECTION 10.9. Waiver of Certain Covenants.

The Company may omit in any particular instance to comply with any term, covenant or condition set forth in Sections 10.1 to 10.8 hereof, inclusive, with respect to the Debentures if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Debentures shall,

by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, covenant or condition, but no such waiver shall extend to or affect such term, covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, covenant or condition shall remain in full force and effect.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Persons entitled to waive any such term, provision or condition. If a record date is fixed, the Holders on such record date or their duly designated proxies, and only such Persons, shall be entitled to waive any such term, provision or condition hereunder, whether or not such Holders remain Holders after such record date; provided, that unless the Holders of at least a majority in principal amount of the Outstanding Debentures shall have waived such term, provision or condition prior to the date which is 90 days after such record date, any such waiver previously given shall automatically and without further action by any Holder be canceled and of no further effect.

ARTICLE XI.

REDEMPTION OF SECURITIES

SECTION 11.1. Special Event Redemption.

If a Special Event shall occur and be continuing, the Company may at its option redeem the Debentures in whole (but not in part) within 90 days of the occurrence of such Special Event, at the Special Event Redemption Price. Following a Special Event, the Company shall take such action as is necessary to promptly determine the Special Event Redemption Price, including without limitation the appointment by the Company of a Quotation Agent.

SECTION 11.2. Optional Redemption.

Subject to the provisions of this Article XI, the Company shall have the right to redeem the Debentures, in whole or in part, from time to time, on or after the Initial Optional Redemption Date at a redemption price (the "Optional Redemption Price") equal to the percentage of the principal amount of the Debentures to be specified below, plus, in each case, accrued interest thereon to the date of prepayment if prepaid during the 12-month period beginning March 1 of the years indicated below:

Year	Percentage
----	-----
2007	104.270%
2008	103.843
2009	103.416
2010	102.989
2011	102.562
2012	102.135
2013	101.708
2014	101.281
2015	100.854
2016	100.427
2017	100.000
and thereafter	

SECTION 11.3. Election to Redeem, Notice to Trustee.

In case of any redemption at the election of the Company of less than all the Debentures, the Company shall, at least 60 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee) notify the Trustee of such Redemption Date and of the principal amount of Debentures to be redeemed.

SECTION 11.4. Selection by Trustee of Debentures to Be Redeemed.

If less than all the Debentures of any series are to be redeemed, the particular Debentures to be redeemed shall be redeemed pro rata or by lot or by any other method utilized by the Trustee; provided that if, at the time of redemption, the Debentures are held in the form of one or more Global Debentures, the Clearing Agency shall determine the principal amount of such Debentures held by each Debenture Beneficial Owner to be redeemed in accordance with its procedures.

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

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

SECTION 11.5. Notice of Redemption.

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

All notices of redemption shall state:

- (1) the Redemption Date,
- (2) in the case of an Optional Redemption, the Redemption Price,
- (3) if less than all the Outstanding Debentures are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Debentures to be redeemed,
- (4) that on the Redemption Date the Redemption Price will become due and payable upon each such Debenture to be redeemed and that interest thereon will cease to accrue on and after said date, and
- (5) the place or places where such Debentures are to be surrendered for payment of the Redemption Price.

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

SECTION 11.6. Deposit of Redemption Price.

Prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent an amount of money sufficient to pay the Redemption Price of, and accrued interest on, all the Debentures which are to be redeemed by 10:00 a.m., New York time on the Redemption Date.

SECTION 11.7. Debentures Payable on Redemption Date.

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

If any Debenture called for redemption shall not be so paid upon surrender thereof for redemption, the Redemption Price shall, until paid, bear interest from the Redemption Date at the Coupon Rate to the extent permitted by applicable law.

SECTION 11.8. Debentures Redeemed in Part.

Any Debenture which is to be redeemed only in part shall be surrendered at a Place of Payment for Debentures of that series (with, if the Company or the Trustee so requires, due endorsement

by, or a written instrument of transfer in form satisfactory to the Company duly executed by, the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Debenture without service charge, a new Debenture or Debentures of like tenor and of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Debenture so surrendered.

ARTICLE XII.

EXTENSION OF INTEREST PAYMENT PERIOD

SECTION 12.1. Extension of Interest Payment Period.

The Company shall have the right, at any time and from time to time during the term of the Debentures, provided no Event of Default has occurred and is continuing to defer payments of interest (including any Liquidated Damages) by extending the interest payment period of the Debentures for a period not exceeding 10 consecutive semi-annual periods (the "Extension Period"), during which Extension Period no interest shall be due and payable on Debentures; provided that no Extension Period may extend beyond the Maturity of any Debenture with respect to such Debenture. To the extent permitted by applicable law, interest, the payment of which has been deferred because of the extension of the interest payment period pursuant to this Section 12.1, will bear interest thereon at the Coupon Rate compounded semi-annually for each semi-annual period of the Extension Period ("Compounded Interest"). At the end of any Extension Period, the Company shall pay all interest accrued and unpaid on such Debentures, including any Compounded Interest (together, "Deferred Interest") that shall be payable to the Holders of Debentures in whose names such Debentures are registered in the Debenture Register on the first record date after the end of such Extension Period. Before the termination of any Extension Period, the Company may further extend such period; provided that such period together with all such further extensions thereof, shall not exceed 10 consecutive semi-annual periods. Upon the termination of any Extension Period and upon the payment of all Deferred Interest then due, the Company may commence a new Extension Period, subject to the foregoing requirements. No interest on Debentures shall be due and payable during an Extension Period, except at the end thereof, but the Company may prepay at any time all or any portion of the interest accrued during any Extension Period.

SECTION 12.2. Notice of Extension.

(a) If the Property Trustee is the only Holder of Debentures at the time the Company selects an Extension Period,

the Company shall give written notice to the Administrative Trustees and the Property Trustee and to the Trustee of its selection of such Extension Period five Business Days before the earlier of (i) the date on which Distributions would be payable, if not for such Extension Period, or (ii) the date the Trust is required to give notice of the record date, or (if applicable) the date such Distributions are payable, to The New York Stock Exchange, Inc. or other applicable self-regulatory organization or to holders of the Capital Securities, but in any event at least five Business Days before such record date.

(b) If the Property Trustee is not the Holder of Debentures at the time the Company selects an Extension Period, the Company shall give written notice to the Holders of Debentures and the Trustee of its selection of such Extension Period 5 Business Days before the earlier of (i) the next succeeding Interest Payment date, or (ii) the date the Company is required to give notice of the record or payment date of such interest payment to the New York Stock Exchange or other applicable self-regulatory organization or to Holders of Debentures but in any event not less than five Business Days prior to such record date.

ARTICLE XIII.

SUBORDINATION OF SECURITIES

SECTION 13.1. Agreement to Subordinate.

The Company covenants and agrees, and each Holder of Debentures issued hereunder by such Holder's acceptance thereof likewise covenants and agrees, that all Debentures shall be issued subject to the provisions of this Article XIII; and each Holder of a Debenture, whether upon original issue or upon transfer or assignment thereof, accepts and agrees to be bound by such provisions.

The payment by the Company of the principal or Redemption Price of and interest on all Debentures issued hereunder shall, to the extent and in the manner hereinafter set forth, be subordinated and junior in right of payment to the prior payment in full of all Senior Indebtedness of the Company, whether outstanding at the date of this Indenture or thereafter incurred irrespective of any amendment, modification or waiver of any term of such Senior Indebtedness.

No provision of this Article XIII shall prevent the occurrence of any default or Event of Default hereunder.

SECTION 13.2. Default on Senior Indebtedness.

In the event and during the continuation of any default by the Company in the payment of principal, premium, interest or any other payment due on any Senior Indebtedness of the Company, as

the case may be, or in the event that the maturity of any Senior Indebtedness of the Company as the case may be has been accelerated because of a default, then, in either case, no payment shall be made by the Company with respect to the principal or Redemption Price of or interest on the Debentures.

In the event that, notwithstanding the foregoing, any payment shall be received by the Trustee when such payment is prohibited by the preceding paragraph of this Section 13.2, such payment shall be held in trust for the benefit of, and shall be paid over or delivered to, the holders of Senior Indebtedness of the Company or their respective representatives, or to the trustee or trustees under any indenture pursuant to which any of such Senior Indebtedness may have been issued, as their respective interests may appear, but only to the extent that the holders of the Senior Indebtedness (or their representative or representatives or a trustee) notify the Trustee in writing within 90 days of such payment of the amounts then due and owing on the Senior Indebtedness and only the amounts specified in such notice to the Trustee shall be paid to the holders of Senior Indebtedness.

SECTION 13.3. Liquidation; Dissolution; Bankruptcy.

In the event of (a) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceedings relating to the Company, its creditors or its property, (b) any proceeding for the liquidation, dissolution or other winding up of the Company voluntarily or involuntarily, whether or not involving insolvency or bankruptcy proceedings, (c) any assignment by the Company for the benefit of creditors or (d) any other marshalling of the assets of the Company (each such event, if any, herein sometimes referred to as a "Proceeding"), all Senior Indebtedness (including any interest thereon accruing after the commencement of any such proceedings) shall first be paid in full before any payment or distribution, whether in cash, securities or other property, shall be made to any Holder of any of the Debentures on account thereof. Any payment or distribution, whether in cash, securities or other property (other than securities of the Company or any other corporation provided for by a plan of reorganization or readjustment the payment of which is subordinate, at least to the extent provided in these subordination provisions with respect to the indebtedness evidenced by the Debentures, to the payment of all Senior Indebtedness at the time outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment), which would otherwise (but for these subordination provisions) be payable or deliverable in respect of the Debentures shall be paid or delivered directly to the holders of Senior Indebtedness in accordance with the priorities then existing among such holders until all Senior Indebtedness (including any interest thereon accruing after the commencement of any Proceeding) shall have been paid in full.

In the event of any Proceeding, after payment in full of all sums owing with respect to Senior Indebtedness, the Holders of the Debentures, together with the holders of any obligations of the Company ranking on a parity with the Debentures, shall be entitled to be paid from the remaining assets of the Company the amounts at the time due and owing on account of unpaid principal or Redemption Price of and interest on the Debentures and such other obligations before any payment or other distribution, whether in cash, property or otherwise, shall be made on account of any capital stock or any obligations of the Company ranking junior to the Debentures and such other obligations. If, notwithstanding the foregoing, any payment or distribution of any character or any security, whether in cash, securities or other property (other than securities of the Company or any other corporation provided for by a plan of reorganization or readjustment the payment of which is subordinate, at least to the extent provided in these subordination provisions with respect to the indebtedness evidenced by the Debentures, to the payment of all Senior Indebtedness at the time outstanding and to any securities issued in respect thereof under any such plan of reorganization or readjustment), shall be received by the Trustee or any Holder in contravention of any of the terms hereof and before all Senior Indebtedness shall have been paid in full, such payment or distribution or security shall be received in trust for the benefit of, and shall be paid over or delivered and transferred to, the holders of the Senior Indebtedness at the time outstanding in accordance with the priorities then existing among such holders for application to the payment of all Senior Indebtedness remaining unpaid, to the extent necessary to pay all such Senior Indebtedness in full. In the event of the failure of the Trustee or any Holder to endorse or assign any such payment, distribution or security, each holder of Senior Indebtedness is hereby irrevocably authorized to endorse or assign the same. The consolidation of the Company with, or the merger of the Company into, another corporation or the liquidation or dissolution of the Company following the conveyance or transfer of its property as an entirety, or substantially as an entirety, to another corporation upon the terms and conditions provided for in Article VIII shall not be deemed a dissolution, winding-up, liquidation or reorganization for the purposes of this Section 13.3 if such other corporation shall, as a part of such consolidation, merger, conveyance or transfer, comply with the conditions stated in Article VIII. Nothing in Section 13.2 or in this Section 13.3 shall apply to claims of, or payments to, the Trustee under or pursuant to Section 6.7.

SECTION 13.4. Subrogation.

Subject to the payment in full of all Senior Indebtedness of the Company, the rights of the Holders of the Debentures shall be subrogated (equally and ratably with the holders of all indebtedness of the Company that by its express terms is subordinated to Senior Indebtedness of the Company to substantially the same extent as the Debentures are subordinated

to the Senior Indebtedness and is entitled to like rights of subrogation) to the rights of the holders of such Senior Indebtedness to receive payments or distributions of cash, property or securities of the Company, as the case may be, applicable to such Senior Indebtedness until the principal or Redemption Price of and interest on the Debentures shall be paid in full; and, for the purposes of such subrogation, no payments or distributions to the holders of such Senior Indebtedness of any cash, property or securities to which the Holders of the Debentures or the Trustee would be entitled except for the provisions of this Article XIII, and no payment over pursuant to the provisions of this Article XIII to or for the benefit of the holders of such Senior Indebtedness by Holders of the Debentures or the Trustee, shall, as between the Company, its creditors other than Holders of Senior Indebtedness of the Company, and the holders of the Debentures, be deemed to be a payment by the Company to or on account of such Senior Indebtedness.

SECTION 13.5. Provisions Solely to Define Relative Rights.

The provisions of this Article are and are intended solely for the purpose of defining the relative rights of the Holders of the Debentures, on the one hand, and the holders of Senior Indebtedness, on the other hand. Nothing contained in this Article XIII or elsewhere in this Indenture or in the Debentures is intended to or shall impair, as between the Company, its creditors, other than the holders of Senior Indebtedness of the Company, and the Holders of the Debentures, the obligation of the Company, which is absolute and unconditional, to pay to the Holders of the Debentures the principal or Redemption Price of and interest on the Debentures as and when the same shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Holders of the Debentures and creditors of the Company, as the case may be, other than the holders of Senior Indebtedness of the Company, as the case may be, nor shall anything herein or therein prevent the Trustee or the Holder of any Debenture from exercising all remedies otherwise permitted by applicable law upon default under the Indenture, subject to the rights, if any, under this Article XIII of the holders of such Senior Indebtedness in respect of cash, property or securities of the Company, as the case may be, received upon the exercise of any such remedy.

SECTION 13.6. Trustee to Effectuate Subordination.

Each Holder of Debentures by such Holder's acceptance thereof authorizes and directs the Trustee on such Holder's behalf to take such action as may be necessary or appropriate to effectuate the subordination provided in this Article XIII and appoints the Trustee such Holder's attorney-in-fact for any and all such purposes.

SECTION 13.7. Notice by the Company.

The Company shall give prompt written notice to a Responsible Officer of the Trustee of any fact actually known to the Company that would prohibit the making of any payment of monies to or by the Trustee in respect of the Debentures pursuant to the provisions of this Article XIII. Notwithstanding the provisions of this Article XIII 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 of monies to or by the Trustee in respect of the Debentures pursuant to the provisions of this Article XIII, unless and until a Responsible Officer of the Trustee shall have received written notice thereof from the Company or a holder or holders of Senior Indebtedness or from any trustee therefor; and before the receipt of any such written notice, the Trustee, subject to the provisions of Section 6.1, 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 13.7 at least two Business Days prior to the date upon which by the terms hereof any money may become payable for any purpose (including, without limitation, the payment of the principal or Redemption Price of or interest on any Debenture), 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 purposes for which they were 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.

The Trustee, subject to the provisions of Section 6.1, shall be entitled to rely conclusively on the delivery to it of a written notice by a Person representing himself to be a holder of a Senior Indebtedness of the Company, as the case may be (or a trustee on behalf of such holder), to establish that such notice has been given by a holder of such Senior Indebtedness or a trustee on behalf of any such holder or holders. 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 such Senior Indebtedness to participate in any payment or distribution pursuant to this Article XIII, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of such 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 XIII, 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 13.8. Rights of the Trustee; Holders of Senior Indebtedness.

The Trustee in its individual capacity shall be entitled to all the rights set forth in this Article XIII in respect of any Senior Indebtedness at any time 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.

With respect to the holders of Senior Indebtedness of the Company the Trustee undertakes to perform or to observe only such of its covenants and obligations as are specifically set forth in this Article XIII, and no implied covenants or obligations with respect to the holders of such Senior Indebtedness shall be read into this Indenture against the Trustee. The Trustee shall not be deemed to owe any fiduciary duty to the holders of such Senior Indebtedness and, subject to the provisions of Section 6.1, the Trustee shall not be liable to any holder of such Senior Indebtedness if it shall pay over or deliver to Holders of Debentures, the Company or any other Person money or assets to which any holder of such Senior Indebtedness shall be entitled by virtue of this Article XIII or otherwise.

SECTION 13.9. Subordination May Not Be Impaired.

No right of any present or future holder of any Senior Indebtedness of the Company to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company, as the case may be, or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Company, as the case may be, with the terms, provisions and covenants of this Indenture regardless of any knowledge thereof that any such holder may have or otherwise be charged with.

Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Indebtedness of the Company may, at any time and from time to time, without the consent of or notice to the Trustee or the Holders of the Debentures, without incurring any responsibility to the Holders of the Debentures and without impairing or releasing the subordination provided in this Article XIII or the obligations hereunder of the Holders of the Debentures to the holders of such Senior Indebtedness, do any one or more of the following: (i) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, such Senior Indebtedness, or otherwise amend or supplement in any manner such Senior Indebtedness or any instrument evidencing the same or any agreement under which such Senior Indebtedness is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing such Senior Indebtedness; (iii) release any Person liable in any manner for the collection of such Senior Indebtedness; (iv) incur additional Senior Indebtedness; and (v) exercise or refrain from exercising

any rights against the Company, as the case may be, and any other Person.

SECTION 13.10. Payment Permitted if No Default.

Nothing contained in this Article XIII or elsewhere in this Indenture or in any of the Debentures shall prevent (a) the Company, at any time, except during the pendency of the conditions described in Sections 13.2 or 13.3, from making any payments at any time of principal or Redemption Price of or interest on the Debentures or (b) the application by the Trustee of any moneys deposited with it hereunder to the payment of or on account of the principal or Redemption Price of or interest on the Debentures or the retention of such payment by the Holders, if, at the time of such application by the Trustee, it did not have knowledge that such payment would have been prohibited by the provisions of this Article.

SECTION 13.11. Reliance on Judicial Order or Certificate of Liquidating Agent.

Upon payment or distribution of assets of the Company referred to in this Article, the Trustee, subject to the provisions of Section 6.1, and the Holders of the Debentures shall be entitled to rely upon any order or decree entered by any court of competent jurisdiction in which such proceeding is pending, or a certificate of the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee for the benefit of creditors, agent or other Person making such payment or distribution, delivered to the Trustee or to the Holders of Debentures, 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 13.12. Article Applicable to Paying Agents.

If at any time any Paying Agent other than the Trustee shall have been appointed by the Company and be then acting hereunder, the term "Trustee" as used in this Article shall in such case (unless the context otherwise requires) be construed as extending to and including such Paying Agent within its meaning as fully for all intents and purposes as if such Paying Agent were named in this Article in addition to or in place of the Trustee.

ARTICLE XIV.

HOLDERS' MEETINGS

SECTION 14.1. Purposes of Meetings.

A meeting of Holders of Debentures may be called at any time and from time to time pursuant to the provisions of this Article XIV for any of the following purposes:

- (a) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Securityholders pursuant to any of the provisions of Article V;
- (b) to remove the Trustee and nominate a successor trustee pursuant to the provisions of Article VI;
- (c) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 9.2; or
- (d) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of such Debentures under any other provision of this Indenture or under applicable law.

SECTION 14.2. Call of Meetings by Trustee.

The Trustee may at any time call a meeting of Holders to take any action specified in Section 14.1, to be held at such time and at such place in the Borough of Manhattan, The City of New York, as the Trustee shall determine. Notice of every meeting of the Holders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed to Holders at their addresses as they shall appear on the Debenture Register. Such notice shall be mailed not less than 20 nor more than 180 days prior to the date fixed for the meeting.

SECTION 14.3. Call of Meetings by Company or Holders.

In case at any time the Company pursuant to a resolution of the Board of Directors, or the Holders of at least 10% in aggregate principal amount of the Debentures then outstanding, shall have requested the Trustee to call a meeting of Holders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not

have mailed the notice of such meeting within 20 days after receipt of such request, then the Company or such Holders may determine the time and the place in said Borough of Manhattan for such meeting and may call such meeting to take any action authorized in Section 14.1, by mailing notice thereof as provided in Section 14.2.

SECTION 14.4. Qualifications for Voting.

To be entitled to vote at any meeting of Holders a person shall (a) be a Holder of one or more Debentures or (b) a person appointed by an instrument in writing as proxy by a Holder of one or more Debentures. The only persons who shall be entitled to be present or to speak at any meeting of Holders shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 14.5. Regulations.

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

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 14.3, in which case the Company or the Holders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by majority vote of the meeting.

Subject to the provisions of Section 14.4, at any meeting each Holder of Debentures or proxy therefor shall be entitled to one vote for each \$1,000 principal amount of Debentures held or represented by him; provided, however,

that no vote shall be cast or counted at any meeting in respect of any Debenture challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Debentures held by him or instruments in writing as aforesaid duly designating him as the person to vote on behalf of other Holders. Any meeting of Holders duly called pursuant to the provisions of Section 14.2 or 14.3 may be adjourned from time to time by a majority of those present, whether or not constituting a quorum, and the meeting may be held as so adjourned without further notice.

SECTION 14.6. Voting.

The vote upon any resolution submitted to any meeting of Holders of Debentures shall be by written ballots on which shall be subscribed the signatures of such holders or of their representatives by proxy and the serial number or numbers of the Debentures held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in triplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 14.2. The record shall show the serial numbers of the Debentures voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. The holders of the Series A Debentures and the Series B Debentures shall vote for all purposes as a single class.

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

ARTICLE XV.

MISCELLANEOUS

SECTION 15.1. Acknowledgment of Rights.

The Company acknowledges that, with respect to any Debentures held by the Property Trustee, if the Property Trustee fails to enforce its rights under this Indenture as the Holder of the Debentures, any holder of Capital Securities may institute legal proceedings directly against the Company to enforce such Property Trustee's rights under this Indenture without first instituting any legal proceedings against such Property Trustee or any other person or entity.

Notwithstanding the foregoing, if an Event of Default specified in Section 5.1(1) or (2) has occurred and is continuing, the Company acknowledges that, in accordance with the Trust Agreement, a holder of Trust Securities may directly institute a proceeding for enforcement of payment to such holder of the principal of and interest on Debentures having a principal amount in Like Amount to the Trust Securities of such holder (a

"Direct Action") on or after the due date thereof. Notwithstanding any payments made to such holder of Trust Securities by the Company in connection with a Direct Action, the Company shall remain obligated to pay the principal or Redemption Price of and interest on the Debentures held by the Property Trustee, and the Company shall be subrogated to the rights of the holder of such Trust Securities to the extent of any payments made by the Company to such holder in any Direct Action.

SECTION 15.2. Effect of Headings and Table of Contents.

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

SECTION 15.3. Successors and Assigns.

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

SECTION 15.4. Separability Clause.

In case any provision in this Indenture or in the Debentures 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 15.5. Benefits of Indenture.

Nothing in this Indenture or in the Debentures, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the holders of Senior Indebtedness and the Holders, any benefit or any legal or equitable rights, remedy or claim under this Indenture.

SECTION 15.6. Governing Law.

This Indenture and the Debentures shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York including without limitation Section 5-1401 of the General Obligations Law (but otherwise without regard to conflict of laws principles), and all rights and remedies shall be governed by such laws.

SECTION 15.7. Legal Holidays.

In any case where any Interest Payment Date or Maturity of any Debenture shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Debentures) payment of interest, principal or Redemption Price need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made

on the Interest Payment Date or at Maturity, provided that no interest shall accrue for the period from and after such Interest Payment Date or Maturity, as the case may be, provided further that if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day of such Place of Payment with the same force and effect as if made on the Interest Payment Date or Maturity.

SECTION 15.8. Tax Characterization.

The Company, the Trustee and each Holder of a Debenture (by acceptance thereof) agrees to treat the Debentures as debt instruments for United States federal, state and local income and franchise tax purposes and agrees not to take any contrary position before any taxing authority or on any tax return.

SECTION 15.9. Personal Immunity from Liability for Incorporators, Stockholders, Etc.

No recourse shall be had for the payment of principal or Redemption Price of or interest on any Debenture, or for any claim based thereon, or otherwise in respect of any Debenture or based on or in respect of this Indenture or any indenture supplemental hereto, against any incorporator, or against any past, present or future stockholder, director or officer, as such, of the Company or of any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being expressly waived and released as a condition of, and as consideration for, the execution of this Indenture and the issue of the Debentures.

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

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

RENAISSANCERE HOLDINGS LTD.

By: /s/ John D. Nichols, Jr.

 John D. Nichols, Jr.
 Vice President and Secretary

THE BANK OF NEW YORK,
As Trustee

By: /s/ Byron Merino

 Byron Merino
 Assistant Treasurer

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss:

On the 7th day of March, 1997, before me personally came John D. Nichols, Jr., to me known, who, being by me duly sworn, did depose and say that he is Vice President and Secretary of RENAISSANCERE HOLDINGS LTD., one of the companies described in and which executed the foregoing instrument by authority of the Board of Directors of said company, and that he signed his name thereto by like authority.

Notary

STATE OF NEW YORK)
COUNTY OF NEW YORK)ss:

On the 7th day of March, 1997, before me personally came Byron Merino, to me known, who, being by me duly sworn, did depose and say that he is an Assistant Treasurer of THE BANK OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Notary

EXHIBIT A

FORM OF DEBENTURE

(FORM OF FACE OF DEBENTURE)

[IF THE DEBENTURE IS A GLOBAL DEBENTURE, INSERT: - THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A CLEARING AGENCY OR A NOMINEE OF A CLEARING AGENCY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE CLEARING AGENCY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS SECURITY (OTHER THAN A TRANSFER OF THIS SECURITY AS A WHOLE BY THE CLEARING AGENCY TO A NOMINEE OF THE CLEARING AGENCY OR BY A NOMINEE OF THE CLEARING AGENCY TO THE CLEARING AGENCY OR ANOTHER NOMINEE OF THE CLEARING AGENCY) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES.]

UNLESS THIS SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON 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 IN AS MUCH AS SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS OR ANY OTHER APPLICABLE SECURITIES LAW. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER THIS SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS THREE YEARS AFTER THE LATER OF THE ORIGINAL ISSUANCE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY "AFFILIATE" OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF THIS SECURITY) ONLY (A) TO THE COMPANY, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) SO LONG AS THIS SECURITY IS ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN

RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF SUBPARAGRAPH (A) (1), (2), (3) OR (7) OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THIS SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (F) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, SUBJECT TO THE RIGHT OF THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (i) PURSUANT TO CLAUSE (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE COMPANY, AND(ii) PURSUANT TO CLAUSE (E), TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE REVERSE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEREE TO THE COMPANY. SUCH HOLDER FURTHER AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

No.

CUSIP No. _____

RENAISSANCERE HOLDINGS LTD.
8.54% JUNIOR SUBORDINATED DEFERRABLE INTEREST DEBENTURE,
SERIES aa
DUE MARCH 1, 2027

RenaissanceRe Holdings Ltd., a Bermuda corporation (the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on March 1, 2027 (the "Maturity Date"), unless previously paid, and to pay interest on the outstanding principal amount hereof from March 7, 1997, or from the most recent interest payment date (each such date, an "Interest Payment Date") to which interest has been paid or duly provided for, semi-annually (subject to deferral as set forth herein) in arrears on March 1 and September 1 of each year, commencing September 1, 1997 at the rate of 8.54% per annum until the principal hereof shall have become due and payable, and at the rate of 8.54% per annum on any overdue principal and premium, if any, and (without duplication and to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the rate of 8.54% per annum compounded semi-annually. The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months and, for any period less than a full calendar month, the number of days elapsed in such month. In the event that any date on which the principal or Redemption Price of or interest on this Debenture is payable is not a Business Day, then the payment payable on such date will be made on the next succeeding day that is a Business Day (without any interest or other payment in respect of any such delay), with the same force and effect as if made on such date payment was originally payable. Pursuant to the Registration Rights Agreement, in certain limited circumstances the Company will be required to pay Liquidated Damages (as defined in the Registration Rights Agreement) with respect to this Debenture.

The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the person in whose name this Debenture (or one or more Predecessor Debentures, as defined in said Indenture) is registered at the close of business on the regular record date for such interest installment, which shall be the February 15 or August 15 immediately preceding the relevant interest payment date. Any such interest installment not punctually paid or duly provided for shall forthwith cease to be payable to the holders on such regular record date and may be paid to the Person in whose name this Debenture (or one or more Predecessor Debentures) is registered at the close of business on a special record date to be fixed by the Trustee for the payment of such defaulted interest, notice whereof shall be given to the holders of Debentures not less than 10 days prior to such special

record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Debentures may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

The principal or Redemption Price of and interest on this Debenture shall be payable at the office or agency of the Trustee maintained for that purpose in any coin or currency of the United States of America that at the time of payment is legal tender for payment of public and private debts; provided, however, that, payment of interest may be made at the option

of the Company by (i) check mailed to the holder at such address as shall appear in the Debenture Register or (ii) by transfer to an account maintained by the Person entitled thereto, provided that proper written transfer instructions have been received by the relevant record date. Notwithstanding the foregoing, so long as the Holder of this Debenture is the Property Trustee, the payment of the principal of (and premium, if any) and interest on this Debenture will be made at such place and to such account as may be designated by the Property Trustee.

The indebtedness evidenced by this Debenture is, to the extent provided in the Indenture between the Company and the Trustee dated as of March 7, 1997 (the "Indenture"), subordinate and junior in right of payment to the prior payment in full of all Senior Indebtedness, and this Debenture is issued subject to the provisions of the Indenture with respect thereto. Each holder of this Debenture, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee on his or her behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination so provided and (c) appoints the Trustee his or her attorney-in-fact for any and all such purposes. Each holder hereof, by his or her acceptance hereof, hereby waives all notice of the acceptance of the subordination provisions contained herein and in the Indenture by each holder of Senior Indebtedness (as defined in the Indenture), whether now outstanding or hereafter incurred, and waives reliance by each such holder upon said provisions.

This Debenture shall not be entitled to any benefit under the Indenture hereinafter referred to, or be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by or on behalf of the Trustee.

The provisions of this Debenture are continued on the reverse side hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

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

RENAISSANCERE HOLDING LTD.

By: _____
Name:
Title

Attest:

By: _____
Name:
Title:

A-5

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Debentures of the series designated herein referred to in the within-mentioned Indenture.

Dated _____

THE BANK OF NEW YORK,
as Trustee

By _____
Authorized Signatory

(FORM OF REVERSE OF DEBENTURE)

This Debenture is one of the Debentures of the Company (herein sometimes referred to as the "Debentures"), specified in the Indenture, all issued or to be issued under and pursuant to an Indenture, dated as of March 7, 1997 (the "Indenture"), duly executed and delivered between the Company and The Bank Of New York, as Trustee (the "Trustee"), to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Debentures.

Upon the occurrence and continuation of a Special Event, the Company may at its option redeem the Debentures in whole (but not in part) at any time, prior to March 1, 2007 (the "Initial Optional Redemption Date") and within 90 days following the occurrence of a Special Event, at the Special Event Redemption Price. "Special Event Redemption Price" shall mean, with respect to any redemption of the Debentures following a Special Event, an amount in cash equal to the greater of (i) 100% of the principal amount of such Debentures or (ii) the sum, as determined by a Quotation Agent, of the present values of the Redemption Price payable with respect to an Optional Redemption (as defined below) on the Initial Optional Redemption Date, together with scheduled payments of interest on the Debentures accruing from the redemption date to and including the Initial Optional Redemption Date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus, in each case, accrued interest thereon to the date of such redemption.

In addition, the Company shall have the right to prepay this Debenture, in whole or in part, at any time on or after the Initial Optional Redemption Date (an "Optional Redemption"), at a redemption price (the "Optional Redemption Price") equal to the percentage of the outstanding principal amount of the Debentures specified below, plus, in each case, accrued interest thereon to the date of Redemption if prepaid during the 12-month period beginning March 1 of the years indicated below:

Year	Percentage
----	-----
2007	104.270%
2008	103.843
2009	103.416
2010	102.989
2011	102.562
2012	102.135
2013	101.708
2014	101.281
2015	100.854
2016	100.427
2017	100.000
and thereafter	

The Optional Redemption Price or the Special Event Redemption Price, as the case requires, shall be paid prior to 12:00 noon, New York time, on the date of such redemption or at such earlier time as the Company determines, provided, that the Company shall deposit with the Trustee an amount sufficient to pay the applicable Redemption Price by 10:00 a.m., New York City time, on the date such Redemption Price is to be paid. Any redemption pursuant to this paragraph will be made upon not less than 30 days nor more than 60 days notice. If the Debentures are only partially prepaid by the Company pursuant to an Optional Redemption, the Debentures will be prepaid pro rata or by lot or by any other method utilized by the Trustee;

--- ----
provided that if, at the time of redemption, the Debentures are registered as
- -----

a Global Debenture, the Clearing Agency shall determine in accordance with its procedures the principal amount of such Debentures held for the account of its participants to be redeemed.

In the event of redemption of this Debenture in part only, a new Debenture or Debentures for the unpaid portion hereof will be issued in the name of the holder hereof upon the cancellation hereof.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all of the Debentures may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of a majority in aggregate principal amount of the Debentures at the time outstanding, as defined in the Indenture, to execute supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of modifying in any manner the rights of the holders of the Debentures; provided, however, that no such supplemental indenture shall,

without the consent of each holder of Debentures then outstanding and affected thereby: (1) change the Stated Maturity of, or the date of payment of any installment of principal of or interest on, any Debenture, or reduce the principal amount thereof or the rate of interest thereon or any Redemption Price payable upon the redemption or acceleration thereof, payable, or impair the right to institute suit for the enforcement of any such payment on or after the Maturity thereof, or modify the provisions of the Indenture with respect to the subordination of the Debentures in a manner adverse to the Holders, or (2) reduce the percentage in principal amount of the outstanding Debentures, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of the Indenture or certain defaults thereunder and their consequences) provided for in the Indenture, or (3) modify certain provisions of the Indenture relating to percentages of principal amount of Debentures required to take certain actions

or the provision relating to the rights of holders of Trust Securities to direct certain actions, except to increase any such percentage or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Debenture affected thereby, or (4) remove or impair the rights of any holder of Trust Securities to bring a Direct Action in certain circumstances, as provided in the Indenture. The Indenture also contains provisions permitting the holders of a majority in aggregate principal amount of the Debentures at the time outstanding, on behalf of all of the holders of the Debentures, to waive any past default in the performance of any of the covenants contained in the Indenture, or established pursuant to the Indenture, and its consequences, except a default in the payment of the principal or Redemption Price of or interest on any of the Debentures or a default in respect of any covenant or provision under which the Indenture cannot be modified or amended without the consent of each holder of Debentures then outstanding. Any such consent or waiver by the holder of this Debenture (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future holders and owners of this Debenture and of any Debenture issued in exchange herefor or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Debenture.

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

Provided no Event of Default shall have occurred and be continuing, the Company shall have the right, at any time and from time to time during the term of the Debentures, to defer payments of interest by extending the interest payment period of such Debentures for a period not exceeding 10 consecutive semi-annual periods, including the first such semi-annual period during such extension period, and not to extend beyond the Maturity of the Debentures (an "Extension Period"), at the end of which period the Company shall pay all interest then accrued and unpaid (together with interest thereon at the rate specified for the Debentures to the extent that payment of such interest is enforceable under applicable law). Prior to the termination of any such Extension Period, the Company may further defer payments of interest by further extending such Extension Period, provided

that such Extension Period, together with all such previous and further extensions within such Extension Period, shall not exceed 10 consecutive semi-annual periods and shall not extend beyond the Maturity of the Debentures. Upon the termination of any such Extension Period and the payment of all accrued and unpaid interest and any additional amounts then due, the Company may

commence a new Extension Period, subject to the foregoing requirements.

The Company has agreed that it will not (i) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Company's capital stock (which includes common and preferred stock) or (ii) make any payment of principal, interest or premium, if any, on or repay or repurchase or redeem any debt securities of the Company that rank pari passu with or junior in right of payment to the Debentures or (iii) make any guarantee payments with respect to any guarantee by the Company of any securities or any subsidiary of the Company if such guarantee ranks pari passu or junior in right of payment to the Debentures (other than (a) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, common shares of the Company; (b) any declaration of a dividend in connection with the implementation of a stockholder's rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto; (c) payments under the Capital Securities Guarantee; (d) the purchase of fractional shares of capital stock resulting from a reclassification of the Company's capital stock; (e) the exchange or conversion of any class or series of the Company's (or any subsidiary's) capital stock for another class or series of the Company's (or any subsidiary's) capital stock or indebtedness or of any class or series of the Company's (or any subsidiary's) indebtedness; and (f) the purchase of fractional interests in shares of the Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged and (g) purchases, redemptions, or other acquisitions of shares of capital stock of the Company or any subsidiary, if at such time (1) there shall have occurred and be continuing an event of default under the Trust Agreement, (2) there shall have occurred and be continuing an Event of Default, (3) there shall have occurred and be continuing a payment default under the Trust Agreement or the Indenture, (4) if such Debentures are held by the Trust, the Company shall be in default with respect to its payment of any obligations under the Capital Securities Guarantee or (5) the Company shall have given notice of its election of an Extension Period as provided in this Indenture and shall not have rescinded such notice, and such Extension Period, or any extension thereof, shall have commenced.

The Debentures are issuable only in registered form without coupons in denominations of \$100,000 and any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to the transfer restrictions limitations as may be contained herein and therein from time to time, this Debenture is transferable by the holder hereof on the Debenture Register of the Company, upon surrender of this Debenture for registration of transfer at the office or agency of the Company in the City and State of New York accompanied by a written instrument or instruments of transfer in form satisfactory to the

Company or the Debenture registrar duly executed by the holder hereof or his attorney duly authorized in writing, and thereupon one or more new Debentures of authorized denominations and for the same aggregate principal amount and series will be issued to the designated transferee or transferees. No service charge will be made for any such transfer, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this Debenture, the Company, the Trustee, any authenticating agent, any paying agent, any transfer agent and the registrar may deem and treat the holder hereof as the absolute owner hereof (whether or not this Debenture shall be overdue and notwithstanding any notice of ownership or writing hereon made by anyone other than the Debenture Registrar) for the purpose of receiving payment of or on account of the principal hereof and premium, if any, and (subject to the Indenture) interest due hereon and for all other purposes, and neither the Company nor the Trustee nor any authenticating agent nor any paying agent nor any transfer agent nor any registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this Debenture, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture, against any incorporator, stockholder, officer or director, past, present or future, as such, of the Company or of any predecessor or successor Person, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

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

THE INDENTURE AND THE DEBENTURES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Debenture certificate to:

- -----
- -----
- -----

(Insert assignee's social security or tax identification number)

- -----
- -----
- -----

(Insert address and zip code of assignee)

and irrevocably appoints -----

- -----

agent to transfer this Debenture certificate

- -----
on the books of the Debenture Trustee. The agent may substitute another to act for him or her.

Date: -----

Signature: -----

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

Signature Guarantee*: -----

- -----

* Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

FORM OF INSTITUTIONAL ACCREDITED
INVESTOR TRANSFEREE COMPLIANCE LETTER

RenaissanceRe Holdings Ltd.
Renaissance House
8-12 East Broadway
Pembroke HM 19
Bermuda
Attention: John D. Nichols, Jr.

The Bank of New York, as trustee
101 Barclay Street, 21-W
New York, New York 10286
Attention: Corporate Trust Administrations

Ladies and Gentlemen:

In connection with our proposed purchase of \$_____ aggregate principal amount of the 8.54% Junior Subordinated Deferrable Interest Debentures, Series A (the "Debentures") of RenaissanceRe Holdings Ltd. (the "Company"), we represent, warrant, agree and acknowledge as follows:

1. We understand that the Debentures have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may

not be sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should resell, pledge or otherwise transfer such Debentures within three years after the original issuance of the Debentures or if we were during the three months preceding the proposed date of transfer an Affiliate (within the meaning of Rule 144 under the Securities Act) of the Company, such Debentures may be resold, pledged or transferred only (i) to the Company, (ii) so long as such Debentures are eligible for resale pursuant to Rule 144A under the Securities Act ("Rule 144A") to a

person whom we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the resale, pledge or transfer is being made in reliance on Rule 144A, (iii) in an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act, (iv) to an institution that is an "accredited investor" as defined in Rule 501(a) (1), (2), (3) or (7) under the Securities Act that is acquiring the Debentures for investment purposes and not for distribution and an Institutional Accredited Investor Transferee Compliance Letter in the form hereof is delivered to the Company and to the Trustee under the Indenture pursuant to which the Debentures were issued by such accredited investor, (v) pursuant to an exemption from registration under the Securities Act provided by Rule 144 (if applicable) under the Securities Act, or (vi) pursuant to an effective registration statement

under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States, and we will notify any purchaser of the Debentures from us of the above resale restrictions, if then applicable. We further understand that in connection with any transfer of the Debentures by us that the Company and the Trustee may request, and if so requested we will furnish, such certificates and other information as they may reasonably require to confirm that any such transfer complies with the foregoing restrictions.

2. We are an institutional investor and are an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act) and we have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Debentures, and we and any accounts for which we are acting are acquiring the Debentures for investment purposes and not with a view to, or offer or sale in connection with, any distribution in violation of the Securities Act and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

3. We understand that the Debentures will be issued solely in physical certificated form (and not in the form of interests in securities deposited with The Depository Trust Company) and the minimum principal amount of Debentures that may be purchased by an institutional accredited investor is \$250,000.

4. We are acquiring the Debentures purchased by us for our own account or for one or more accounts as to each of which we exercise sole investment discretion.

5. You are entitled to rely upon this letter and you are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

Very truly yours,

[NAME OF PURCHASER]

By: _____

Name:

Title:

Date: _____, _____

=====

SERIES A CAPITAL SECURITIES GUARANTEE AGREEMENT

RENAISSANCERE HOLDINGS LTD.

DATED AS OF MARCH 7, 1997

=====

TABLE OF CONTENTS

	Page

ARTICLE I.	
DEFINITIONS AND INTERPRETATION	
SECTION 1.1. Definitions and Interpretation.....	2
ARTICLE II.	
TRUST INDENTURE ACT	
SECTION 2.1. Trust Indenture Act; Application.....	6
SECTION 2.2. List of Holders of Securities.....	6
SECTION 2.3. Reports by the Capital Securities Guarantee Trustee.....	7
SECTION 2.4. Periodic Reports to Capital Securities Guarantee Trustee.....	7
SECTION 2.5. Evidence of Compliance with Conditions Precedent.....	8
SECTION 2.6. Events of Default; Waiver.....	8
SECTION 2.7. Event of Default; Notice.....	8
SECTION 2.8. Conflicting Interests.....	8
ARTICLE III.	
POWERS, DUTIES AND RIGHTS	
OF THE CAPITAL SECURITIES GUARANTEE TRUSTEE	
SECTION 3.1. Powers and Duties of the Capital Securities	
Guarantee Trustee.....	9
SECTION 3.2. Certain Rights of Capital Securities Guarantee Trustee.....	11
SECTION 3.3. Not Responsible for Recitals or Issuance of	
Series A Capital Securities Guarantee.....	13
ARTICLE IV.	
CAPITAL SECURITIES GUARANTEE TRUSTEE	
SECTION 4.1. Capital Securities Guarantee Trustee; Eligibility.....	13
SECTION 4.2. Appointment, Removal and Resignation of	
Capital Securities Guarantee Trustee.....	14
ARTICLE V.	
GUARANTEE	
SECTION 5.1. Guarantee.....	15
SECTION 5.2. Waiver of Notice and Demand.....	15
SECTION 5.3. Obligations Not Affected.....	15
SECTION 5.4. Rights of Holders.....	16

SECTION 5.5. Guarantee of Payment.....	17
SECTION 5.6. Subrogation.....	17
SECTION 5.7. Independent Obligations.....	18

ARTICLE VI.
LIMITATION OF TRANSACTION; SUBORDINATION

SECTION 6.1. Limitation of Transactions.....	18
SECTION 6.2. Ranking.....	19

ARTICLE VII.
TERMINATION

SECTION 7.1. Termination.....	19
-------------------------------	----

ARTICLE VIII.
COMPENSATION AND EXPENSES OF
CAPITAL SECURITIES GUARANTEE TRUSTEE

ARTICLE IX.
INDEMNIFICATION

SECTION 9.1. Exculpation.....	20
SECTION 9.2. Indemnification.....	21

ARTICLE X.
MISCELLANEOUS

SECTION 10.1. Successors and Assigns.....	21
SECTION 10.2. Amendments.....	21
SECTION 10.3. Notices.....	22
SECTION 10.4. Exchange Offer.....	23
SECTION 10.5. Benefit.....	23
SECTION 10.6. Governing Law.....	23

SERIES A CAPITAL SECURITIES GUARANTEE AGREEMENT

This SERIES A CAPITAL SECURITIES GUARANTEE AGREEMENT (the "Series A Capital Securities Guarantee"), dated as of March 7, 1997, is executed and delivered by RenaissanceRe Holdings Ltd., a Bermuda company (the "Guarantor"), and The Bank of New York, as trustee (the "Capital Securities Guarantee Trustee"), for the benefit of the Holders (as defined herein) from time to time of the Series A Capital Securities (as defined herein) of RenaissanceRe Capital Trust, a Delaware statutory business trust (the "Issuer").

WHEREAS, pursuant to an Amended and Restated Declaration of Trust (the "Trust Agreement"), dated as of March 7, 1997, among The Bank of New York, as trustee, the Guarantor, as Sponsor and the Administrative Trustees named therein, the Issuer is issuing on the date hereof 100,000 capital securities, having an aggregate liquidation amount of \$100,000,000, such capital securities being designated as the 8.54% Series A Capital Securities (collectively, the "Series A Capital Securities") and, in connection with an Exchange Offer (as defined in the Trust Agreement), has agreed to execute and deliver the Series B Capital Securities Guarantee (as defined in the Trust Agreement) for the benefit of holders of the Series B Capital Securities (as defined in the Trust Agreement and collectively with the Series A Capital Securities, the "Capital Securities").

WHEREAS, in order to induce the Holders to purchase the Series A Capital Securities, the Guarantor desires irrevocably and unconditionally to guarantee, upon the terms and conditions and to the extent set forth in this Series A Capital Securities Guarantee, to pay to the Holders of the Capital Securities the Guarantee Payments (as defined below).

WHEREAS, the Guarantor is executing and delivering a guarantee agreement (the "Common Securities Guarantee"), with substantially identical terms to this Series A Capital Securities Guarantee, for the benefit of the holders of the Common Securities (as defined herein), except that if an Event of Default (as defined in the Trust Agreement) has occurred and is continuing, the rights of holders of the Common Securities to receive Guarantee Payments under the Common Securities Guarantee are subordinate, to the extent and in the manner set forth in the Common Securities Guarantee, to the rights of holders of Series A Capital Securities and the holders of Series B Capital Securities to receive Guarantee Payments under this Series A Capital Securities Guarantee and the Series B Capital Securities Guarantee, as the case may be.

NOW, THEREFORE, in consideration of the purchase by each Holder, which purchase the Guarantor hereby acknowledges shall benefit the Guarantor, the Guarantor hereby executes and delivers this Series A Capital Securities Guarantee for the benefit of the Holders.

ARTICLE I.
DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions and Interpretation

In this Series A Capital Securities Guarantee, unless the context otherwise requires:

- (a) Capitalized terms used in this Series A Capital Securities Guarantee but not defined in the preamble above have the respective meanings assigned to them in this Section 1.1;
- (b) Terms defined in the Trust Agreement as at the date of execution of this Series A Capital Securities Guarantee have the same meaning when used in this Series A Capital Securities Guarantee unless otherwise defined in this Series A Capital Securities Guarantee;
- (c) a term defined anywhere in this Series A Capital Securities Guarantee has the same meaning throughout;
- (d) all references to "the Series A Capital Securities Guarantee" or "this Series A Capital Securities Guarantee" are to this Series A Capital Securities Guarantee as modified, supplemented or amended from time to time;
- (e) all references in this Series A Capital Securities Guarantee to Articles and Sections are to Articles and Sections of this Series A Capital Securities Guarantee, unless otherwise specified;
- (f) a term defined in the Trust Indenture Act has the same meaning when used in this Series A Capital Securities Guarantee, unless otherwise defined in this Series A Capital Securities Guarantee or unless the context otherwise requires;
- (g) a reference to the singular includes the plural and vice versa;
- (h) a reference to any Person shall include its successors and assigns;
- (i) a reference to any agreement or instrument shall mean such agreement or instrument, as supplemented, modified, amended, or amended and restated, and in effect from time to time; and
- (j) a reference to any statute, law, rule or regulation, shall include any amendments thereto

applicable to the relevant Person, and any successor statute, law, rule or regulation .

"Affiliate" has the same meaning as given to that term in Rule 405

under the Securities Act of 1933, as amended, or any successor rule thereunder.

"Business Day" means any day other than a Saturday or a Sunday, or a

day on which banking institutions in The City of New York are authorized or required by law or executive order to close.

"Capital Securities Guarantee Trustee" means The Bank of New York,

until a Successor Capital Securities Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Series A Capital Securities Guarantee and thereafter means each such Successor Capital Securities Guarantee Trustee.

"Common Securities" means the securities representing common undivided

beneficial interests in the assets of the Issuer, substantially in the form of Exhibit A to the Trust Agreement.

"Corporate Trust Office" means the office of the Capital Securities

Guarantee Trustee at which the corporate trust business of the Capital Securities Guarantee Trustee shall, at any particular time, be principally administered, which office at the date of execution of this Agreement is located at 101 Barclay Street - 21W, New York, New York 10286, attn: Corporate Finance Unit.

"Covered Person" means any Holder or beneficial owner of Series A

Capital Securities.

"Debentures" means the series of subordinated debt securities of the

Guarantor designated the 8.54% Junior Subordinated Deferrable Interest Debentures due March 1, 2027 of the Issuer held by the Property Trustee (as defined in the Trust Agreement).

"Event of Default" means a default by the Guarantor on any of its

payments or other obligations under this Series A Capital Securities Guarantee.

"Guarantee Payments" means the following payments or distributions,

without duplication, with respect to the Series A Capital Securities in accordance with the Trust Agreement, to the extent not paid or made by the Issuer: (i) any accumulated and unpaid Distributions (as defined in the Trust Agreement) that are required to be paid on such Series A Capital Securities to the extent the Issuer has funds on hand legally available therefor at such time, (ii) the redemption price, including all accumulated and unpaid Distributions to the date of redemption (the

"Redemption Price") to the extent the Issuer has funds on hand legally available therefor at such time, with respect to any Series A Capital Securities called for redemption by the Issuer, and (iii) upon a voluntary or involuntary dissolution or liquidation of the Issuer (other than in connection with the distribution of Debentures to the Holders in exchange for Series A Capital Securities as provided in the Trust Agreement), the lesser of (a) the aggregate of the liquidation amount and all accumulated and unpaid Distributions on the Series A Capital Securities to the date of payment, to the extent the Issuer has funds on hand legally available therefor, and (b) the amount of assets of the Issuer remaining available for distribution to Holders in liquidation of the Issuer. With respect to the Common Securities, "Guarantee Payments" has the meaning set forth in the Common Securities Guarantee; provided, that if an Event of Default under the Indenture has occurred and is continuing, no Guarantee Payments under the Common Securities or any guarantee payment under any Other Common Securities Guarantees with respect to the Common Securities shall be made until the Holders of Series A Capital Securities shall be paid in full the Guarantee Payments to which they are entitled under this Series A Capital Securities Guarantee.

"Holder" shall mean any holder, as registered on the books and records

of the Issuer, of any Series A Capital Securities; provided, however, that, in determining whether the holders of the requisite percentage of Series A Capital Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not include the Guarantor or any Affiliate of the Guarantor.

"Indemnified Person" means the Capital Securities Guarantee Trustee,

any Affiliate of the Capital Securities Guarantee Trustee, or any officers, directors, shareholders, members, partners, employees, representatives, nominees, custodians or agents of the Capital Securities Guarantee Trustee.

"Indenture" means the Indenture, dated as of March __, 1997, among the

Guarantor and The Bank of New York, as trustee, pursuant to which the Debentures are to be issued to the Property Trustee.

"Indenture Event of Default" shall mean any event specified in Section

5.01 of the Indenture.

"Majority in Liquidation Amount of the Capital Securities" means,

except as provided by the Trust Indenture Act, a vote by Holder(s) of Capital Securities, voting separately as a class, of more than 50% of the aggregate liquidation amount (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accumulated and unpaid Distributions to the date upon which the voting percentages are determined) of all Capital Securities.

"Officer's Certificate" means, with respect to any Person, a

certificate signed by the Chairman, the Chief Executive Officer, the President, a Senior Vice President, a Vice President, the Secretary or the Treasurer of such Person. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Series A Capital Securities Guarantee (other than pursuant to Section 314(d)(4) of the Trust Indenture Act) shall include:

(a) a statement that each officer signing the Officer's Certificate has read the covenant or condition and the definitions relating thereto;

(b) a brief statement of the nature and scope of the examination or investigation undertaken by each officer in rendering the Officer's Certificate ;

(c) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer 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, in the opinion of each such officer, such condition or covenant has been complied with.

"Other Common Securities Guarantees" means all guarantees to be issued

by the Guarantor with respect to common securities (if any) similar to the Common Securities issued by other trusts to be established by the Guarantor (if any), in each case similar to the Issuer.

"Other Debentures" means all junior subordinated debentures issued by

the Guarantor from time to time and sold to trusts to be established by the Guarantor (if any), in each case similar to the Issuer.

"Other Guarantees" means all guarantees to be issued by the Guarantor

with respect to capital or preferred securities (if any) similar to the Series A Capital Securities issued by other trusts to be established by the Guarantor (if any), in each case similar to the Issuer.

"Person" means a legal person, including any individual, corporation,

estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature."

"Property Trustee" means The Bank of New York, as trustee.

"Registration Rights Agreement" means the Registration Rights

Agreement, dated as of March 7, 1997, by and among the Guarantor, the Issuer and the Initial Purchasers named therein, as such agreement may be amended, modified or supplemented from time to time.

"Responsible Officer" means, with respect to the Capital Securities

Guarantee Trustee, any officer within the Corporate Trust Office of the Capital Securities Guarantee Trustee, including any vice president, any assistant vice president, any assistant secretary, the treasurer, any assistant treasurer or other officer of the Corporate Trust Office of the Capital Securities Guarantee Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer's knowledge of and familiarity with the particular subject.

"Successor Capital Securities Guarantee Trustee" means a successor

Capital Securities Guarantee Trustee possessing the qualifications to act as Capital Securities Guarantee Trustee under Section 4.1.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as

amended.

"Trust Securities" means the Common Securities, the Series A Capital

Securities and the Series B Capital Securities, collectively.

ARTICLE II.

TRUST INDENTURE ACT

SECTION 2.1. Trust Indenture Act; Application

(a) This Series A Capital Securities Guarantee is subject to the provisions of the Trust Indenture Act that are required to be part of this Series A Capital Securities Guarantee and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Series A Capital Securities Guarantee limits, qualifies or conflicts with the duties imposed by Section 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2 List of Holders of Securities

(a) The Guarantor shall provide the Capital Securities Guarantee Trustee (unless the Capital Securities Guarantee Trustee is otherwise the registrar of the Capital Securities) with a list, in such form as the Capital Securities Guarantee

Trustee may reasonably require, of the names and addressees of the Holders of the Series A Capital Securities ("List of Holders") as of such date, (i) within 14 Business Days after each record date for payment of Distributions, in such form as the Property Trustee may reasonably require, and (ii) at any other time, within 30 days of receipt by the Property Trustee of a written request for a List of Holders as of a date no more than 14 days before such List of Holders is given to the Capital Securities Guarantee Trustee; provided, that the Guarantor shall

not be obligated to provide such List of Holders at any time the List of Holders does not differ from the most recent List of Holders given to the Capital Securities Guarantee Trustee by the Guarantor. The Capital Securities Guarantee Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Capital Securities Guarantee Trustee shall comply with its obligations under Sections 311(a), 311(b) and Section 312(b) of the Trust Indenture Act.

SECTION 2.3. Reports by the Capital Securities Guarantee Trustee

Within 60 days after December 31 of each year during the term of this Series A Capital Securities Guarantee, commencing December 31, 1997, the Capital Securities Guarantee Trustee shall provide to the Holders of the Capital Securities such reports as are required by Section 313 of the Trust Indenture Act, if any, in the form and in the manner provided by Section 313 of the Trust Indenture Act. The Capital Securities Guarantee Trustee shall also comply with the requirements of Section 313(d) of the Trust Indenture Act.

SECTION 2.4. Periodic Reports to Capital Securities Guarantee Trustee

The Guarantor shall provide to the Capital Securities Guarantee Trustee such documents, reports and information as required by Section 314 of the Trust Indenture Act (if any) and the compliance certificate required by Section 314 of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act. Delivery of such reports, information and documents to the Capital Securities Guarantee Trustee is for informational purposes only and the Capital Securities Guarantee Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Guarantor's compliance with any of its covenants hereunder (as to which the Capital Securities Guarantee Trustee is entitled to rely exclusively on Officer's Certificates).

SECTION 2.5. Evidence of Compliance with Conditions Precedent

The Guarantor shall provide to the Capital Securities Guarantee Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Series A Capital Securities Guarantee that relate to any of the matters set forth in Section 314(c) of the Trust Indenture Act. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) may be given in the form of an Officer's Certificate.

SECTION 2.6. Events of Default; Waiver

The Holders of a Majority in Liquidation Amount of Capital Securities may, by vote, on behalf of the Holders of all of Series A Capital Securities, waive any past Event of Default and its consequences. Upon such waiver, any such Event of Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Series A Capital Securities Guarantee, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 2.7. Event of Default; Notice

(a) The Capital Securities Guarantee Trustee shall, within 90 days after the occurrence of a default with respect to this Series A Capital Securities Guarantee, mail by first class postage prepaid, to all Holders of the Capital Securities, notices of any and all Events of Default actually known to a Responsible Officer of the Capital Securities Guarantee Trustee, unless such Events of Default have been cured before the giving of such notice, provided, that, except in the case of default in the payment of any Guarantee Payment, the Capital Securities Guarantee Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or Responsible Officers of the Capital Securities Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the holders of the Series A Capital Securities.

(b) The Capital Securities Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Capital Securities Guarantee Trustee shall have received written notice from the Guarantor, or a Responsible Officer of the Capital Securities Guarantee Trustee charged with the administration of the Trust Agreement shall have obtained actual knowledge, of such Event of Default.

SECTION 2.8. Conflicting Interests

The Trust Agreement shall be deemed to be specifically described in this Series A Capital Securities Guarantee for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

ARTICLE III.
POWERS, DUTIES AND RIGHTS
OF THE CAPITAL SECURITIES GUARANTEE TRUSTEE

SECTION 3.1. Powers and Duties of the Capital Securities

Guarantee Trustee

(a) This Series A Capital Securities Guarantee shall be held by the Capital Securities Guarantee Trustee for the benefit of the Holders, and the Capital Securities Guarantee Trustee shall not transfer this Series A Capital Securities Guarantee to any Person except a Holder exercising his or her rights pursuant to Section 5.4(b) or to a Successor Capital Securities Guarantee Trustee upon acceptance by such Successor Capital Securities Guarantee Trustee of its appointment to act as Successor Capital Securities Guarantee Trustee. The right, title and interest of the Capital Securities Guarantee Trustee shall automatically vest in any Successor Capital Securities Guarantee Trustee, and such vesting and succession of title shall be effective whether or not conveyancing or other documents have been executed and delivered pursuant to the appointment of such Successor Capital Securities Guarantee Trustee.

(b) If an Event of Default actually known to a Responsible Officer of the Capital Securities Guarantee Trustee has occurred and is continuing, the Capital Securities Guarantee Trustee shall enforce this Series A Capital Securities Guarantee for the benefit of the Holders.

(c) The Capital Securities Guarantee Trustee, before the occurrence of any Event of Default and after the curing of all Events of Default that may have occurred, shall undertake to perform only such duties as are specifically set forth in this Series A Capital Securities Guarantee, and no implied covenants shall be read into this Series A Capital Securities Guarantee against the Capital Securities Guarantee Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 2.6) and is actually known to a Responsible Officer of the Capital Securities Guarantee Trustee, the Capital Securities Guarantee Trustee shall exercise such of the rights and powers vested in it by this Series A Capital Securities Guarantee, and use the same degree of care and skill in its exercise thereof, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(d) No provision of this Series A Capital Securities Guarantee shall be construed to relieve the Capital Securities Guarantee Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) prior to the occurrence of any Event of Default and after the curing or waiving of all such Events of Default that may have occurred:

(A) the duties and obligations of the Capital Securities Guarantee Trustee shall be determined solely by the express provisions of this Series A Capital Securities Guarantee, and the Capital Securities Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Series A Capital Securities Guarantee, and no implied covenants or obligations shall be read into this Series A Capital Securities Guarantee against the Capital Securities Guarantee Trustee; and

(B) in the absence of bad faith on the part of the Capital Securities Guarantee Trustee, the Capital Securities Guarantee Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Capital Securities Guarantee Trustee and conforming to the requirements of this Series A Capital Securities Guarantee; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Capital Securities Guarantee Trustee, the Capital Securities Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Series A Capital Securities Guarantee;

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

(iii) the Capital Securities Guarantee Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a Majority in Liquidation Amount of the Capital Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Series A Capital Securities Guarantee Trustee, or exercising any trust or power conferred upon the Capital Securities Guarantee Trustee under this Series A Capital Securities Guarantee; and

(iv) no provision of this Series A Capital Securities Guarantee shall require the Capital Securities Guarantee Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if the Capital Securities Guarantee Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably

assured to it under the terms of this Series A Capital Securities Guarantee or if an indemnity thereto, reasonably satisfactory to the Capital Securities Guarantee Trustee, against such risk or liability is not reasonably assured to it.

SECTION 3.2. Certain Rights of Capital Securities Guarantee

Trustee

(a) Subject to the provisions of Section 3.1:

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

(ii) Any direction or act of the Guarantor contemplated by this Series A Capital Securities Guarantee should be sufficiently evidenced by an Officers' Certificate specifying the same.

(iii) Whenever, in the administration of this Series A Capital Securities Guarantee, the Capital Securities Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Capital Securities Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, reasonably request and conclusively rely upon an Officer's Certificate, which Officer's Certificate shall be promptly delivered by the Guarantor.

(iv) The Capital Securities Guarantee Trustee shall have no duty to review any recording, filing or registration of any instrument (or any rerecording, refiling or registration thereof).

(v) The Capital Securities Guarantee Trustee may consult with counsel of its selection, and the advice or opinion of such counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in accordance with the terms hereof and in good faith and in accordance with such advice or opinion. Such counsel may be counsel to the Guarantor or any of its Affiliates and may include any of their respective employees. The Capital Securities Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Series A Capital Securities Guarantee from any court of competent jurisdiction.

(vi) The Capital Securities Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Series A Capital Securities Guarantee at the request or direction of any Holder, unless such Holder shall have provided to the Capital Securities Guarantee Trustee such security and indemnity, reasonably satisfactory to the Capital Securities Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses and the expenses of the Capital Securities Guarantee Trustee's agents, nominees or custodians) and liabilities that might be incurred by it in complying with such request or direction, including such advances as may reasonably be requested by the Capital Securities Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(vi) shall be taken to relieve the Capital Securities Guarantee Trustee, upon the occurrence of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Series A Capital Securities Guarantee.

(vii) The Capital Securities Guarantee Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Capital Securities Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(viii) The Capital Securities Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, nominees, custodians or attorneys, and the Capital Securities Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(ix) Any action taken by the Capital Securities Guarantee Trustee or its agents hereunder shall bind the Holders, and the signature of the Capital Securities Guarantee Trustee or its agents alone shall be sufficient and effective to perform any such action. No third party shall be required to inquire as to the authority of the Capital Securities Guarantee Trustee to so act or as to its compliance with any of the terms and provisions of this Series A Capital Securities Guarantee, both of which shall be conclusively evidenced by the Capital Securities Guarantee Trustee's or its agent's taking such action.

(x) Whenever in the administration of this Series A Capital Securities Guarantee the Capital Securities Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Capital Securities Guarantee Trustee (i) may request instructions from the Holders of a Majority in Liquidation Amount of the Series A Capital Securities, (ii) may refrain from enforcing such remedy or right or taking such other

action until such instructions are received, and (iii) shall be protected in conclusively relying on or acting in accordance with such instructions.

(xi) The Capital Securities Guarantee Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Series A Capital Securities Guarantee.

(b) No provision of this Series A Capital Securities Guarantee shall be deemed to impose any duty or obligation on the Capital Securities Guarantee Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Capital Securities Guarantee Trustee shall be unqualified or incompetent in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Capital Securities Guarantee Trustee shall be construed to be a duty.

SECTION 3.3. Not Responsible for Recitals or Issuance of Series

A Capital Securities Guarantee

The recitals contained in this Series A Capital Securities Guarantee shall be taken as the statements of the Guarantor, and the Capital Securities Guarantee Trustee does not assume any responsibility for their correctness. The Capital Securities Guarantee Trustee makes no representation as to the validity or sufficiency of this Series A Capital Securities Guarantee.

ARTICLE IV.
CAPITAL SECURITIES GUARANTEE TRUSTEE

SECTION 4.1. Capital Securities Guarantee Trustee; Eligibility

(a) There shall at all times be a Capital Securities Guarantee Trustee which shall:

(i) not be an Affiliate of the Guarantor; and

(ii) be a corporation organized and doing business under the laws of the United States of America or any State or Territory thereof or of the District of Columbia, or a corporation or Person permitted by the Securities and Exchange Commission to act as an institutional trustee under the Trust Indenture Act, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least 50 million U.S. dollars (\$50,000,000), and subject to supervision or examination by Federal, State, Territorial or District of Columbia authority. If such corporation publishes reports of

condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a)(ii), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Capital Securities Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Capital Securities Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Capital Securities Guarantee Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Capital Securities Guarantee Trustee and Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act, subject to the penultimate paragraph thereof.

SECTION 4.2. Appointment, Removal and Resignation of Capital

----- Securities Guarantee Trustee -----

(a) Subject to Section 4.2(b), the Capital Securities Guarantee Trustee may be appointed or removed without cause at any time by the Guarantor except during such time as an Event of Default has occurred and shall be continuing.

(b) The Capital Securities Guarantee Trustee shall not be removed in accordance with Section 4.2(a) until a Successor Capital Securities Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Capital Securities Guarantee Trustee and delivered to the Guarantor.

(c) The Capital Securities Guarantee Trustee shall hold office until a Successor Capital Securities Guarantee Trustee shall have been appointed or until its removal or resignation. The Capital Securities Guarantee Trustee may resign from office (without the need for prior or subsequent accounting) by an instrument in writing executed by the Capital Securities Guarantee Trustee and delivered to the Guarantor, which resignation shall not take effect until a Successor Capital Securities Guarantee Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Capital Securities Guarantee Trustee and delivered to the Guarantor and the resigning Capital Securities Guarantee Trustee.

(d) If no Successor Capital Securities Guarantee Trustee shall have been appointed and accepted appointment as provided in this Section 4.2 within 60 days after delivery of an instrument of removal or resignation, the Capital Securities

Guarantee Trustee resigning or being removed may petition any court of competent jurisdiction for appointment of a Successor Capital Securities Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Capital Securities Guarantee Trustee.

(e) No Capital Securities Guarantee Trustee shall be liable for the acts or omissions to act of any Successor Capital Securities Guarantee Trustee.

(f) Upon termination of this Series A Capital Securities Guarantee or removal or resignation of the Capital Securities Guarantee Trustee pursuant to this Section 4.2, the Guarantor shall pay to the Capital Securities Guarantee Trustee all amounts due to the Capital Securities Guarantee Trustee accrued to the date of such termination, removal or resignation.

ARTICLE V. GUARANTEE

SECTION 5.1. Guarantee -----

The Guarantor irrevocably and unconditionally agrees to pay in full to the Holders the Guarantee Payments (without duplication of amounts theretofore paid by the Issuer), as and when due, regardless of any defense, right of set-off or counterclaim that the Issuer may have or assert. The Guarantor's obligation to make a Guarantee Payment may be satisfied by direct payment of the required amounts by the Guarantor to the Holders or by causing the Issuer to pay such amounts to the Holders.

SECTION 5.2. Waiver of Notice and Demand -----

The Guarantor hereby waives notice of acceptance of this Series A Capital Securities Guarantee and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Issuer or any other Person before proceeding against the Guarantor, protest, notice of nonpayment, notice of dishonor, notice of redemption and all other notices and demands.

SECTION 5.3. Obligations Not Affected -----

The obligations, covenants, agreements and duties of the Guarantor under this Series A Capital Securities Guarantee shall in no way be affected or impaired by reason of the occurrence from time to time of any of the following:

(a) the release or waiver, by operation of law or otherwise, of the performance or observance by the Issuer of any express or implied agreement, covenant, term or condition relating to the Series A Capital Securities to be performed or observed by the Issuer;

(b) the extension of time for the payment by the Issuer of all or any portion of the Distributions (as defined in the Trust Agreement), Redemption Price, Liquidated Damages (as defined in the Registration Rights Agreement) or any other sums payable under the terms of the Series A Capital Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Capital Securities (other than an extension of time for payment of Distributions, Redemption Price, Liquidated Damages or other sum payable that results from the extension of any interest payment period on the Debentures or any extension of the maturity date of the Debentures permitted by the Indenture);

(c) any failure, omission, delay or lack of diligence on the part of the Holders to enforce, assert or exercise any right, privilege, power or remedy conferred on the Holders pursuant to the terms of the Series A Capital Securities, or any action on the part of the Issuer granting indulgence or extension of any kind;

(d) the voluntary or involuntary liquidation, dissolution, sale of any collateral, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of debt of or other similar proceedings affecting, the Issuer or any of the assets of the Issuer;

(e) any invalidity of, or defect or deficiency in, the Series A Capital Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred;

(g) the consummation of the Exchange Offer; or

(h) any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a guarantor, it being the intent of this Section 5.3 that the obligations of the Guarantor with respect to the Guarantee Payments shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders to give notice to, or obtain consent of, the Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4. RIGHTS OF HOLDERS -----

(a) The Holders of a Majority in Liquidation Amount of the Capital Securities shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Capital Securities Guarantee Trustee in respect of this Series A Capital Securities Guarantee or exercising any trust or power conferred upon the Capital Securities Guarantee

Trustee under this Series A Capital Securities Guarantee; provided, however,

that, subject to the duties and responsibilities of the Trustee pursuant to the Indenture, the Capital Securities Guarantee Trustee shall have the right to decline to follow any such direction if the Capital Securities Guarantee Trustee shall determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction or if the Capital Securities Guarantee Trustee being advised by counsel determines that the action or proceeding so directed may not lawfully be taken or if the Capital Securities Guarantee Trustee in good faith by its board of directors or trustees, executive committee, or a trust committee of directors or trustees and/or Responsible Officers shall determine that the action or proceedings so directed would involve the Capital Securities Guarantee Trustee in personal liability.

(b) If the Capital Securities Guarantee Trustee fails to enforce such Series A Capital Securities Guarantee, any Holder of Series A Capital Securities may institute a legal proceeding directly against the Guarantor to enforce the Capital Securities Guarantee Trustee's rights under this Series A Capital Securities Guarantee, without first instituting a legal proceeding against the Issuer, the Capital Securities Guarantee Trustee or any other person or entity. The Guarantor waives any right or remedy to require that any action be brought first against the Issuer or any other person or entity before proceeding directly against the Guarantor.

SECTION 5.5. GUARANTEE OF PAYMENT

This Series A Capital Securities Guarantee creates a guarantee of payment and not of collection.

SECTION 5.6. SUBROGATION

The Guarantor shall be subrogated to all (if any) rights of the Holders against the Issuer in respect of any amounts paid to such Holders by the Guarantor under this Series A Capital Securities Guarantee; provided, however, that the Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any right that it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Series A Capital Securities Guarantee, if, at the time of any such payment, any amounts are due and unpaid under this Series A Capital Securities Guarantee. If any amount shall be paid to the Guarantor in violation of the preceding sentence, the Guarantor agrees to hold such amount in trust for the Holders and to pay over such amount to the Holders.

SECTION 5.7. Independent Obligations

The Guarantor acknowledges that its obligations hereunder are independent of the obligations of the Issuer with respect to the Series A Capital Securities, and that the Guarantor shall be liable as principal and as debtor hereunder to make Guarantee Payments pursuant to the terms of this Series A Capital Securities Guarantee notwithstanding the occurrence of any event referred to in subsections (a) through (h), inclusive, of Section 5.3 hereof.

ARTICLE VI.

LIMITATION OF TRANSACTION; SUBORDINATION

SECTION 6.1. Limitation of Transactions

So long as any Series A Capital Securities remain outstanding, if, at any time, (i) there shall have occurred and be continuing any event of which the Guarantor has actual knowledge which would constitute an Event of Default, (ii) the Guarantor shall be in default with respect to its payment of any obligations under this Series A Capital Securities Guarantee and the Debentures held by the Property Trustee or (iii) the Guarantor shall have given notice of its election of the exercise of its right to defer payment of interest on the Debentures pursuant to Section 12.1 of the Indenture and any such extension shall be continuing, then the Guarantor shall not (1) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to any of the Guarantor's capital stock, (2) make any payment of principal, interest premium, if any, on or repay or repurchase or redeem any debt securities of the Guarantor (including any Other Debentures) that rank pari passu with or junior in right of payment to the Debentures or (3) make any guarantee payments with respect to any guarantee by the Guarantor of the debt securities of any subsidiary of the Guarantor (including Other Guarantees) if such guarantee ranks pari passu with or junior in right of payment to the Debentures (other than (a) dividends or distributions in shares of, or options, warrants, rights to subscribe for or purchase shares of, common shares of the Guarantor, (b) any declaration of a dividend in connection with the implementation of a stockholder's rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto, (c) payments under the Series A Capital Securities Guarantee, (d) the purchase of fractional shares resulting from a reclassification of the Guarantor's capital stock, (e) the exchange or conversion of any class or series of the Guarantor's (or any subsidiary's) capital stock for another class or series of the Guarantor's (or any subsidiary's) capital stock or of any class or series of the Guarantor's (or any subsidiary's) indebtedness, (f) the purchase of fractional interests in shares of the Guarantor's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged; and (g) repurchases,

redemptions or other acquisitions of shares of capital stock of the Guarantor or any subsidiary under any employment agreement or benefit plan for the benefit of the Guarantor's directors, officers, or employees, or any dividend reinvestment or director, officer or employee stock purchase plan of the Guarantor).

SECTION 6.2. Ranking

This Series A Capital Securities Guarantee will constitute an unsecured obligation of the Guarantor and will rank (i) subordinate and junior in right of payment to Senior Indebtedness (as defined in the Indenture), to the same extent and in the same manner that the Debentures are subordinated to Senior Indebtedness pursuant to the Indenture (except as indicated below), it being understood that the terms of Article XIII of the Indenture shall apply to the obligations of the Guarantor under this Series A Capital Securities Guarantee as if (x) such Article XIII were set forth herein in full and (y) such guarantee obligations provided were substituted for the term "Debentures" appearing in such Article XIII, (ii) pari passu with any Other Guarantee and any guarantee now or hereafter entered into by the Guarantor, and (iii) senior to the Guarantor's common shares.

ARTICLE VII.
TERMINATION

SECTION 7.1. Termination

This Series A Capital Securities Guarantee shall terminate upon the earliest of (i) the full payment of the Redemption Price (as defined in the Trust Agreement) of all Series A Capital Securities, (ii) the liquidation of the Issuer, the full payment of the amounts payable in accordance with the Trust Agreement upon Liquidation of the Issuer or the distribution of the Debentures to the Holders of all of the Series A Capital Securities or (iii) the exchange of all Series A Capital Securities for the Series B Capital Securities pursuant to the Exchange Offer. Notwithstanding the foregoing, this Series A Capital Securities Guarantee will continue to be effective or will be reinstated, as the case may be, if at any time any Holder of Series A Capital Securities must restore payment of any sums paid under the Series A Capital Securities or under this Series A Capital Securities Guarantee.

ARTICLE VIII.
COMPENSATION AND EXPENSES OF
CAPITAL SECURITIES GUARANTEE TRUSTEE

The Guarantor covenants and agrees to pay to the Capital Securities Guarantee Trustee from time to time, and the Capital Securities Guarantee Trustee shall be entitled to, such compensation as shall be agreed to in writing between the Guarantor and the Capital Securities Guarantee Trustee (which

shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and the Guarantor will pay or reimburse the Capital Securities Guarantee Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Capital Securities Guarantee Trustee in accordance with any of the provisions of this Capital Securities Guarantee (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or bad faith. The Guarantor also covenants to indemnify each of the Capital Securities Guarantee Trustee (and its officers, agents, directors and employees) for, and to hold it harmless against, any and all loss, damage, claim, liability or expense including taxes (other than taxes based on the income of the Capital Securities Guarantee Trustee) incurred without negligence or bad faith on the part of the Capital Securities Guarantee Trustee and arising out of or in connection with the acceptance or administration of this guarantee, including the costs and expenses of defending itself against any claim of liability in the premises. The obligations of the Guarantor under this Article VIII to compensate and indemnify the Capital Securities Guarantee Trustee and to pay or reimburse the Capital Securities Guarantee Trustee for expenses, disbursements and advances shall be secured by a lien prior to that of the Series A Capital Securities upon all property and funds held or collected by the Capital Securities Guarantee Trustee as such, except funds held in trust for the benefit of the holders of particular Series A Capital Securities.

The provisions of this Article shall survive the termination of this Capital Securities Guarantee or the resignation or removal of the Capital Securities Guarantee Trustee.

ARTICLE IX.
INDEMNIFICATION

SECTION 9.1. Exculpation

(a) No Indemnified Person shall be liable, responsible or accountable in damages or otherwise to the Guarantor or any Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Indemnified Person in good faith in accordance with this Series A Capital Securities Guarantee and in a manner that such Indemnified Person reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Series A Capital Securities Guarantee or by law, except that an Indemnified Person shall be liable for any such loss, damage or claim incurred by reason of such Indemnified Person's negligence or willful misconduct with respect to such acts or omissions.

(b) An Indemnified Person shall be fully protected in relying in good faith upon the records of the Guarantor and upon such information, opinions, reports or statements presented to the Guarantor by any Person as to matters the Indemnified Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Guarantor, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which Distributions to Holders of Series A Capital Securities might properly be paid.

SECTION 9.2. Indemnification

The Guarantor agrees to indemnify each Indemnified Person for, and to hold each Indemnified Person harmless against, any and all loss, liability, damage, claim or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligation to indemnify as set forth in this Section 8.2 shall survive the termination of this Series A Capital Securities Guarantee.

ARTICLE X.
MISCELLANEOUS

SECTION 10.1 Successors and Assigns

All guarantees and agreements contained in this Series A Capital Securities Guarantee shall bind the successors, assigns, receivers, trustees and representatives of the Guarantor and shall inure to the benefit of the Holders of the Series A Capital Securities then outstanding.

SECTION 10.2. Amendments

Except with respect to any changes that do not materially adversely affect the rights of Holders (in which case no consent of Holders will be required), this Series A Capital Securities Guarantee may only be amended with the prior approval of the Holders of at least a Majority in Liquidation Amount of the Series A Capital Securities (including the stated amount that would be paid on redemption, liquidation or otherwise, plus accrued and unpaid Distributions to the date upon which the voting percentages are determined). The provisions of the Trust Agreement with respect to amendments thereof (whether at a meeting or otherwise) shall apply to the giving of such approval.

SECTION 10.3. Notices

All notices provided for in this Series A Capital Securities Guarantee shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied or mailed by first class mail, as follows:

(a) If given to the Issuer, in care of the Property Trustee at the Property Trustee's mailing address set forth below (or such other address as the Property Trustee may give notice to the Holders of the Capital Securities):

The Bank of New York
101 Barclay Street
New York, New York 10286
Attention: Corporate Trust Administration
Telecopy: (212) 815-5915

with a copy to:

RenaissanceRe Holdings Ltd.
Renaissance House
8-12 East Broadway
Pembroke HM 19 Bermuda
Attention: Keith S. Hynes
Administrative Trustee
Telecopy: (441) 292-9453

(b) If given to the Capital Securities Guarantee Trustee, at the Capital Securities Guarantee Trustee's mailing address set forth below (or such other addresses the Capital Securities Guarantee Trustee may give notice of to the Holders of the Capital Securities);

The Bank of New York
101 Barclay Street-21W
New York, New York 10286
Attention: Corporate Trust Trustee
Administration
Telecopy: (212) 815-5915

(c) If given to the Guarantor, at the Guarantor's mailing address set forth below (or such other address as the Guarantor may give notice of to the Holders of the Capital Securities):

RenaissanceRe Holdings Ltd.
Renaissance House
8-12 East Broadway
Pembroke HM 19 Bermuda
Attention: Keith S. Hynes
Senior Vice President and
Chief Financial Officer
Telecopy: (441) 292-9453

(d) If given to any Holder of Capital Securities, at the address set forth on the books and records of the Issuer.

All such notices shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid, except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

SECTION 10.4. Exchange Offer

In the event an Exchange Offer Registration Statement (as defined in the Registration Rights Agreement) becomes effective and the Issuer issues Series B Capital Securities in the Exchange Offer, the Guarantor will enter into a new capital securities guarantee agreement with respect to the Series B Capital Securities, in substantially the identical form as this Series A Capital Securities Guarantee.

SECTION 10.5. Benefit

This Series A Capital Securities Guarantee is solely for the benefit of the Holders of the Capital Securities and, subject to Section 3.1(a), is not separately transferable from the Series A Capital Securities.

SECTION 10.6. Governing Law

THIS SERIES A CAPITAL SECURITIES GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

THIS SERIES A CAPITAL SECURITIES GUARANTEE is executed as of the day
and year first above written.

RENAISSANCERE HOLDINGS LTD., as Guarantor

By: /s/ John D. Nichols, Jr.

Name: John D. Nichols, Jr.
Title: Vice President
 and Secretary

THE BANK OF NEW YORK, as Capital Securities
Guarantee Trustee

By: /s/ Byron Merino

Name: Byron Merino
Title: Assistant Treasurer

CONFORMED COPY

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and

entered into as of March 7, 1997 among RENAISSANCERE HOLDINGS LTD., a company organized under the laws of Bermuda (the "Company"), RENAISSANCERE CAPITAL

TRUST, a statutory business trust formed under the laws of the State of Delaware (the "Trust"), and MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED ("Merrill

Lynch"), SALOMON BROTHERS INC ("Salomon") (the "Initial Purchasers").

W I T N E S S E T H :

WHEREAS, this Agreement is made pursuant to the Purchase Agreement dated March 4, 1997 (the "Purchase Agreement"), among the Company, as issuer of the

Series A 8.54% Junior Subordinated Deferrable Interest Debentures due March 1, 2027 (the "Subordinated Debentures"), the Trust and the Initial Purchasers,

which provides for, among other things, the sale by the Trust to the Initial Purchasers of 100,000 of the Trust's Series A 8.54% Capital Securities, liquidation amount \$1,000 per Capital Security (the "Capital Securities"), the

net proceeds of which will be used by the Trust to purchase Subordinated Debentures (the Capital Securities, together with the Subordinated Debentures and the Company's guarantee of the Capital Securities (the "Capital Securities

Guarantee") are collectively referred to herein as the "Securities");

WHEREAS, in order to induce the Initial Purchasers to enter into the Purchase Agreement, the Company and the Trust have agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement;

WHEREAS, the execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises contained herein, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"Advice" shall have the meaning set forth in the last paragraph of Section 3 hereof.

"Applicable Period" shall have the meaning set forth in Section 3(t) hereof.

"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 or executive order to close.

"Closing Time" shall mean the Closing Time as defined in the Purchase

Agreement.

"Company" shall have the meaning set forth in the preamble to this Agreement

and also includes the Company's successors and permitted assigns.

"Declaration" or "Declaration of Trust" shall mean the Amended and Restated

Declaration of Trust, dated as of March 7, 1997, by the trustees named therein
and the Company as sponsor.

"Depository" shall mean The Depository Trust Company, or any other depository

appointed by the Trust; provided, however, that such depository must have an

address in the Borough of Manhattan, in The City of New York.

"Distribution" shall have the meaning set forth in the Declaration.

"Effectiveness Period" shall have the meaning set forth in Section 2(b)

hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from

time to time.

"Exchange Offer" shall mean the offer by the Company and the Trust to the

Holders to exchange all of the Registrable Securities (other than Private
Exchange Securities) for a like principal amount of Exchange Securities pursuant
to Section 2(a) hereof.

"Exchange Offer Registration" shall mean a registration under the Securities

Act effected pursuant to Section 2(a) hereof.

"Exchange Offer Registration Statement" shall mean an exchange offer

registration statement on Form S-4 under the Securities Act (or, if applicable,
on another appropriate form), and all amendments and supplements to such
registration statement, in each case including the Prospectus contained therein,
all exhibits thereto and all material incorporated by reference therein.

"Exchange Period" shall have the meaning set forth in Section 2(a) hereof.

"Exchange Securities" shall mean (i) with respect to the Subordinated

Debentures, the Series B 8.54% Junior Subordinated Deferrable Interest
Debentures due March 1, 2027 (the "Exchange Debentures") containing terms

identical to the Subordinated Debentures (except that they will not contain
terms with respect to the transfer restrictions under the Securities Act, will
not require transfers thereof to be in minimum blocks of \$100,000 principal
amount and integral multiples of \$1,000 in excess thereof and will not provide
for any increase in the interest rate thereon), (ii) with respect to the Capital
Securities, the Trust's Series B 8.54% Capital Securities, liquidation amount
\$1,000 per Capital Security (the "Exchange Capital Securities") which will have

terms identical to the Capital Securities (except they will not contain terms
with respect to transfer restrictions under the Securities Act, will not require
transfers thereof to be in minimum blocks of \$100,000 liquidation amount and
integral multiples of \$1,000 in excess thereof and will

not provide for any increase in the Distribution rate thereon) and (iii) with respect to the Capital Securities Guarantee, the Company's guarantee (the "Exchange Capital Securities Guarantee") of the Exchange Capital Securities -----
which will have terms identical to the Capital Securities Guarantee.

"Holder" shall mean each Initial Purchaser, for so long as it owns any -----
Registrable Securities, and each of its respective successors, assigns and direct and indirect transferees who become registered owners of Registrable Securities under the Indenture or Declaration of Trust.

"Indenture" shall mean the Indenture relating to the Subordinated Debentures -----
and the Exchange Debentures dated as of March 7, 1997 among the Company, as issuer, and The Bank of New York, as trustee, as the same may be amended from time to time in accordance with the terms thereof.

"Initial Purchasers" shall have the meaning set forth in the preamble to this -----
Agreement.

"Inspectors" shall have the meaning set forth in Section 3(n) hereof.

"Issue Date" shall mean the date of original issuance of the Securities.

"Liquidated Damages" shall have the meaning set forth in Section 2(e) hereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate -----
liquidation amount of outstanding Capital Securities.

"Participating Broker-Dealer" shall have the meaning set forth in Section 3(t) -----
hereof.

"Person" shall mean an individual, partnership, corporation, trust or -----
unincorporated organization, limited liability Company, or a government or agency or political subdivision thereof.

"Private Exchange" shall have the meaning set forth in Section 2(a) hereof.

"Private Exchange Securities" shall have the meaning set forth in Section 2(a) -----
hereof.

"Prospectus" shall mean the prospectus included in a Registration Statement, -----
including any preliminary prospectus, and any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by a Shelf Registration Statement, and by all other amendments and supplements to a prospectus, including posteffective amendments, and in each case including all material incorporated by reference therein.

"Purchase Agreement" shall have the meaning set forth in the preamble to this -----
Agreement.

"Records" shall have the meaning set forth in Section 3(n) hereof.

"Registrable Securities" shall mean the Securities and, if issued, the Private

Exchange Securities; provided, however, that Securities or Private Exchange

Securities, as the case may be, shall cease to be Registrable Securities when (i) a Registration Statement with respect to such Securities or Private Exchange Securities for the exchange or resale thereof, as the case may be, shall have been declared effective under the Securities Act and such Securities or Private Exchange Securities, as the case may be, shall have been disposed of pursuant to such Registration Statement, (ii) such Securities or Private Exchange Securities, as the case may be, shall have been sold to the public pursuant to Rule 144(k) (or any similar provision then in force, but not Rule 144A) under the Securities Act, (iii) such Securities or Private Exchange Securities, as the case may be, shall have ceased to be outstanding or (iv) with respect to the Securities, such Securities have been exchanged for Exchange Securities upon consummation of the Exchange Offer and are thereafter freely transferrable by the holder thereof (other than an affiliate of the Company).

"Registration Default" shall have the meaning set forth in Section 2(e)

hereof.

"Registration Expenses" shall mean any and all expenses incident to

performance of or compliance by the Company and the Trust with this Agreement, including without limitation: (i) all SEC or National Association of Securities Dealers, Inc. (the "NASD") registration and filing fees, including, if

applicable, the fees and expenses of any "qualified independent underwriter" (and its counsel) that is required to be retained by any Holder of Registrable Securities in accordance with the rules and regulations of the NASD, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any underwriters or Holders in connection with blue sky qualification of any of the Exchange Securities or Registrable Securities) and compliance with the rules of the NASD, (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus and any amendments or supplements thereto, and in preparing or assisting in preparing, printing and distributing any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) the fees and disbursements of counsel for the Company and of the independent certified public accountants of the Company, including the expenses of any "cold comfort" letters required by or incident to such performance and compliance, (vi) the fees and expenses of the Trustee, and any exchange agent or custodian and (vii) the reasonable fees and expenses of any special experts retained by the Company in connection with any Registration Statement.

"Registration Statement" shall mean any registration statement of the Company

and the Trust which covers any of the Exchange Securities or Registrable Securities pursuant to the provisions of this Agreement, and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Rule 144(k) Period" shall mean the period of three years (or such shorter

period as may hereafter be referred to in Rule 144(k) under the Securities Act (or similar successor rule)) commencing on the Issue Date.

"SEC" shall mean the Securities and Exchange Commission.

"Securities" shall have the meaning set forth in the preamble to this

Agreement.

"Securities Act" shall mean the Securities Act of 1933, as amended from time

to time.

"Shelf Registration" shall mean a registration effected pursuant to Section

2(b) hereof.

"Shelf Registration Event" shall have the meaning set forth in Section 2(b)

hereof.

"Shelf Registration Event Date" shall have the meaning set forth in Section

2(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of

the Company and the Trust pursuant to the provisions of Section 2(b) hereof which covers all of the Registrable Securities or all of the Private Exchange Securities, as the case may be, on an appropriate form under Rule 415 under the Securities Act, or any similar successor 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 material incorporated by reference therein.

"TIA" shall have the meaning set forth in Section 3(1) hereof.

"Trustees" shall mean any and all trustees with respect to (i) the Capital

Securities under the Declaration, (ii) the Subordinated Debentures under the Indenture and (iii) the Capital Securities Guarantee.

2. Registration Under the Securities Act.

(a) Exchange Offer. To the extent not prohibited by any applicable

law or applicable interpretation of the staff of the SEC, the Company and the Trust shall, for the benefit of the Holders, at the Company's cost (i) cause to be filed with the SEC within 150 days after the Issue Date an Exchange Offer Registration Statement covering the Exchange Offer, (ii) use its reasonable best efforts to cause such Exchange Offer Registration Statement to be declared effective under the Securities Act by the SEC not later than the date which is 180 calendar days after the Issue Date, and (iii) use its reasonable best efforts to keep such Exchange Offer Registration Statement effective for not less than 30 calendar days (or longer if required by applicable law) after the date notice of the Exchange Offer is mailed to the Holders. Upon the effectiveness of the Exchange Offer Registration Statement, the Company and the Trust shall promptly commence the Exchange Offer, it being the objective of such Exchange Offer to enable each Holder eligible and electing to exchange Registrable Securities for a like principal amount of Exchange Debentures or a like liquidation amount of Exchange Capital Securities, together with the Exchange Guarantee, as applicable (assuming that such Holder is not an affiliate of the Company within the meaning of Rule 405 under the Securities Act and is not a broker-dealer tendering Registrable Securities acquired directly from the Company for its own account, acquires the Exchange Securities in the ordinary course of such Holder's business and has no arrangements

or understandings with any Person to participate in the Exchange Offer for the purpose of distributing the Exchange Securities) to transfer such Exchange Securities from and after their receipt without any limitations or restrictions under the Securities Act and under state securities or blue sky laws.

In connection with the Exchange Offer, the Company and the Trust shall:

(i) mail or cause to be mailed to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Exchange Offer open for acceptance for a period of not less than 30 days after the date notice thereof is mailed to the Holders (or longer if required by applicable law) (such period referred to herein as the "Exchange Period");

(iii) utilize the services of the Depositary for the Exchange Offer;

(iv) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York City time, on the last Business Day of the Exchange Period, by sending to the institution specified in the notice, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Securities delivered for exchange, and a statement that such Holder is withdrawing his election to have such Securities exchanged;

(v) notify each Holder that any Security not tendered by such Holder in the Exchange Offer will remain outstanding and continue to accrue interest or accumulate distributions, as the case may be, but will not retain any rights under this Agreement (except in the case of the Initial Purchasers and Participating Broker-Dealers as provided herein); and

(vi) otherwise comply in all material respects with all applicable laws relating to the Exchange Offer.

If any Initial Purchaser determines upon the advice of its outside counsel experienced in such matters that it is not eligible to participate in the Exchange Offer with respect to the exchange of Securities constituting any portion of an unsold allotment in the initial distribution, as soon as practicable upon receipt by the Company and the Trust of a written request from such Initial Purchaser, the Company and the Trust, as applicable, shall issue and deliver to such Initial Purchaser in exchange (the "Private Exchange") for

the Securities held by such Initial Purchaser, a like liquidation amount of Capital Securities of the Trust, together with the Exchange Guarantee, or a like principal amount of the Subordinated Debentures of the Company, as applicable, that are identical (except that such securities may bear a customary legend with respect to restrictions on transfer pursuant to the Securities Act) to the Exchange Securities (the "Private Exchange Securities") and which are issued

pursuant to the Indenture, the Declaration or the Guarantee (which provides that the Exchange Securities will not be subject to the transfer restrictions set forth in the Indenture or the Declaration, as applicable, and that the Exchange Securities, the Private Exchange Securities and the Securities will vote and consent together on all matters as one class and that neither the Exchange Securities, the Private Exchange Securities nor the Securities will have the right to vote or consent as a separate class on any matter). The Private Exchange Securities shall be of the same series as the Exchange Securities and the

Company and the Trust will seek to cause the CUSIP Service Bureau to issue the same CUSIP Numbers for the Private Exchange Securities as for the Exchange Securities issued pursuant to the Exchange Offer.

As soon as practicable after the consummation of the Exchange Offer and, if applicable, the Private Exchange, the Company and the Trust, as the case requires, shall:

(i) accept for exchange all Securities tendered and not validly withdrawn pursuant to the Exchange Offer or the Private Exchange;

(ii) deliver, or cause to be delivered, to the applicable Trustee for cancellation all Securities or portions thereof so accepted for exchange by the Company; and

(iii) issue, and cause the applicable Trustee under the Indenture, the Declaration or the Guarantee, as applicable, to promptly authenticate and deliver to each Holder, new Exchange Securities or Private Exchange Securities, as applicable, equal in principal amount to the principal amount of the Subordinated Debentures or equal in liquidation amount to the liquidation amount to the Capital Securities (together with the guarantee thereof) as are surrendered by such Holder.

Distributions on each Exchange Capital Security and interest on each Exchange Debenture and Private Exchange Security issued pursuant to the Exchange Offer and in the Private Exchange will accrue from the last date on which a Distribution or interest was paid on the Capital Security or the Subordinated Debenture surrendered in exchange therefore or, if no Distribution or interest has been paid on such Capital Security or Subordinated Debenture, from the Issue Date. To the extent not prohibited by any law or applicable interpretation of the staff of the SEC, the Company and the Trust shall use their reasonable best efforts to complete the Exchange Offer as provided above, and shall comply in all material respects with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws in connection with the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than that the Exchange Offer does not violate applicable law or any applicable interpretation of the staff of the SEC. Each Holder of Registrable Securities who wishes to exchange such Registrable Securities for Exchange Securities in the Exchange Offer will be required to make certain customary representations in connection therewith, including, in the case of any Holder of Capital Securities, representations that (i) it is not an affiliate of the Trust or the Company, (ii) the Exchange Securities to be received by it were acquired in the ordinary course of its business and (iii) at the time of the Exchange Offer, it has no arrangement with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Capital Securities. The Company and the Trust shall inform the Initial Purchasers, after consultation with the Trustee, of the names and addresses of the Holders to whom the Exchange Offer is made, and the Initial Purchasers shall have the right to contact such Holders and otherwise facilitate the tender of Registrable Securities in the Exchange Offer.

Upon consummation of the Exchange Offer in accordance with this Section 2(a), the provisions of this Agreement shall continue to apply, mutatis

mutandis, solely with respect to Registrable Securities that are Private
- -----

Exchange Securities and Exchange Securities held by Participating Broker-Dealers, and the Company and the Trust shall have no further obligation to

register the Registrable Securities (other than Private Exchange Securities) pursuant to Section 2(b) of this Agreement.

(b) Shelf Registration. If, because of any change in law or in the

applicable interpretations of the staff of the SEC, the Company and the Trust are not permitted to effect the Exchange Offer on the terms set forth herein, or if for any reason the Exchange Offer Registration Statement is not declared effective within 180 days of the Issue Date, or (1) upon the request of the Initial Purchasers, (2) if the Company shall receive an opinion of Willkie Farr & Gallagher or other counsel experienced in such matters to the effect that there is more than an insubstantial risk that consummation of the Exchange Offer would result in interest payable to the Trust on the Subordinated Debentures being not deductible by the Company for United States federal income tax purposes, or (3) if in the reasonable opinion of Simpson Thacher & Bartlett or other counsel experienced in such matters, pursuant to applicable law or applicable interpretations of the staff of the SEC, the Initial Purchasers are not permitted to participate in the Exchange Offer and thereby receive securities that are freely transferrable without restriction under the Securities Act and applicable blue sky or state securities laws (each such event being a "Shelf Registration Event" and the date of occurrence thereof, the

"Shelf Registration Event Date"), then in addition to or in lieu of effecting

the registration of the Exchange Securities pursuant to the Exchange Offer Registration Statement, the Administrative Trustees (as that term is defined in the Declaration) on behalf of the Trust will (x) promptly deliver to the holders and the Delaware Trustee (as that term is defined in the Declaration) written notice thereof and (y) at the Company's sole expense, (a) as promptly as practicable, file a shelf registration covering resales of the Registrable Securities, (b) use their reasonable best efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act and (c) use their reasonable best efforts to keep effective the Shelf Registration Statement until the earlier of three years after the Issue Date (six months in the case of a Shelf Registration Statement filed at the request of the Initial Purchasers) or such time as all of the Registrable Securities have been sold thereunder or otherwise cease to be Registrable Securities ("Effectiveness

Period"). The Company will, in the event that a Shelf Registration Statement is

- -----
filed, provide to each Holder a copy of the prospectus that is a part of the Shelf Registration Statement, notify each such Holder when the Shelf Registration Statement for the Registrable Securities has become effective and take certain other actions as are required to permit unrestricted resales of the Registrable Securities.

No Holder of Registrable Securities shall be entitled to include any of its Registrable Securities in any Shelf Registration pursuant to this Agreement unless and until such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder and furnishes to the Company and the Trust in writing, within 15 days after receipt of a request therefor, such information as the Company and the Trust may, after conferring with counsel, reasonably request for inclusion in any Shelf Registration Statement or Prospectus included therein. Each Holder as to which any Shelf Registration is being effected agrees to furnish to the Company and the Trust all information with respect to such Holder necessary to make the information previously furnished to the Company by such Holder not materially misleading.

The Company and the Trust shall not permit any securities other than Registrable Securities to be included in the Shelf Registration. The Company and the Trust further agree, if necessary, to 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 such Shelf

Registration Statement or by the Securities Act or by any other rules and regulations thereunder for shelf registrations, and the Company and the Trust agree to furnish to the Holders of Registrable Securities copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) Expenses. The Company shall pay all Registration Expenses in

connection with the registration pursuant to Section 2(a) or 2(b) hereof and will reimburse the Initial Purchasers for the reasonable fees and disbursements of Simpson Thacher & Bartlett, counsel for the Initial Purchasers, incurred in connection with the Exchange Offer and, if applicable, the Private Exchange Offer, and any one other counsel designated in writing by the Majority Holders to act as counsel for the Holders of the Registrable Securities in connection with a Shelf Registration Statement, which other counsel shall be reasonably satisfactory to the Company. Except as expressly provided herein, each Holder shall pay all expenses customarily borne by selling security holders in similar transactions, including, without limitation, the fees and expenses of its counsel, underwriting discounts and commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Shelf Registration Statement.

(d) Effective Registration Statement. An Exchange Offer Registration

Statement pursuant to Section 2(a) hereof or a Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC; provided, however, that if,

after it has been declared effective, the offering of Registrable Securities pursuant to a Shelf Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, such Registration Statement will be deemed not to have been effective during the period of such interference, until the offering of Registrable Securities pursuant to such Registration Statement may legally resume. The Company and the Trust will be deemed not to have used their reasonable best efforts to cause the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, to become, or to remain, effective during the requisite period if either of them voluntarily take any action that would result in any such Registration Statement not being declared effective or in the Holders of Registrable Securities covered thereby not being able to exchange or offer and sell such Registrable Securities during that period unless such action is required by applicable law.

(e) Liquidated Damages and Additional Distributions. In the event that

(i) (A) neither the Exchange Offer Registration Statement nor a Shelf Registration Statement is filed with the SEC on or prior to the 150th day after the Issue Date or (B) notwithstanding that the Company and the Trust have consummated or will consummate an Exchange Offer, the Company and the Trust are required to file a Shelf Registration Statement and such Shelf Registration Statement is not filed on or prior to the date required by Section 2(b) hereof, then commencing on the day after the applicable required filing date, (x) an additional amount (being liquidated damages) shall accrue on the outstanding principal amount of the Subordinated Debentures, and (y) additional Distributions shall accumulate on the liquidation amount of the Capital Securities, each at a rate of 0.25% per annum; or

(ii) (A) neither the Exchange Offer Registration Statement is declared effective by the Commission on or prior to the 180th day after the Issue Date nor a Shelf Registration Statement is declared effective by the SEC on or prior to the later of the 30th day

after the applicable required filing date or the 180th day after the Issue Date or (B) notwithstanding that the Company and the Trust have consummated an Exchange Offer, the Company and the Trust are required to file a Shelf Registration Statement and such Shelf Registration Statement is not declared effective by the SEC on or prior to the later of the 30th day after the date such Shelf Registration Statement was required to be filed or the 180th day after the Issue Date, then, commencing on the 181st day after the Issue Date with respect to the Exchange Offer Registration Statement or the 31st day after the applicable required filing date (or the 181st day after the Issue Date, if later), (x) an additional amount (being liquidated damages) shall accrue on the outstanding principal amount of the Subordinated Debentures, and (y) additional distributions shall accumulate on the liquidation amount of the Capital Securities, each at a rate of 0.25% per annum; or

(iii) (A) the Trust has not exchanged Exchange Capital Securities for all Capital Securities or the Company has not exchanged Exchange Guarantees or Exchange Subordinated Debentures for all Guarantees or Subordinated Debentures validly tendered, in accordance with the terms of the Exchange Offer on or prior to the 45th day after the date on which the Exchange Offer Registration Statement was declared effective or (B) if applicable, the Shelf Registration Statement has been declared effective and such Shelf Registration Statement ceases to be available to a Holder of Registrable Securities for use in connection with the sale of such Registrable Securities at any time prior to the expiration of the Rule 144(k) Period (other than after such time as all Capital Securities have been disposed of thereunder or otherwise cease to be Registrable Securities), and such event continues for a period exceeding 30 consecutive days or 90 days in any 360 day period whether or not consecutive, then (x) an additional amount (being liquidated damages) shall accrue on the outstanding principal amount of Subordinated Debentures, and (y) additional distributions shall accumulate on the liquidation amount of the Capital Securities, each at a rate of 0.25% per annum commencing on (i) the 31st day after such effective date, in the case of (A) above, or (ii) the 31st consecutive day or 91st day in any 360 day period following the day such Shelf Registration Statement ceases to be available in the case of (B) above;

provided, however, that neither the additional amounts (being liquidated

- - - - - damages) on the Subordinated Debentures, nor the additional distribution rate on the liquidation amount of the Capital Securities, may exceed in the aggregate 0.25% per annum; provided, further, however, that (1) upon the filing of the

- - - - - Exchange Offer Registration Statement or a Shelf Registration Statement (in the case of clause (i) above), (2) upon the effectiveness of the Exchange Offer Registration Statement or a Shelf Registration Statement (in the case of clause (ii) above), or (3) upon the exchange of Exchange Capital Securities, Exchange Guarantees and Exchange Subordinated Debentures for all Capital Securities, Guarantees and Subordinated Debentures tendered (in the case of clause (iii)(A) above), or upon the availability of the Shelf Registration Statement which had ceased to remain available (in the case of clause (iii)(B) above), additional amounts on the Subordinated Debentures, and additional distributions on the liquidation amount of the Capital Securities as a result of such clause (or the relevant subclause thereof), as the case may be, shall cease to accrue or accumulate, as the case may be.

Any additional amounts and additional Distributions due pursuant to Section 2(e)(i), (ii) or (iii) above (together "Liquidated Damages") will be payable in cash on the next succeeding March 1 or September 1, Redemption Date (as defined in the Indenture) or other date on which the principal on the Subordinated Debentures becomes due and payable, as the case may

be, to Holders on the relevant record dates for the payment of interest and Distributions pursuant to the Indenture and the Declaration, respectively.

(f) Specific Enforcement. Without limiting the remedies available to

the Holders, the Company and the Trust acknowledge that any failure by the Company or the Trust to comply with its obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Holders for which there is no adequate remedy at law, that it would not be possible to measure damages for such injuries precisely and that, in the event of any such failure, any Holder may obtain such relief as may be required to specifically enforce the Company's and the Trust's obligations under Section 2(a) and Section 2(b) hereof.

3. Registration Procedures. In connection with the obligations of the

Company and the Trust with respect to the Registration Statements pursuant to Sections 2(a) and 2(b) hereof, the Company and the Trust shall:

(a) prepare and file with the SEC a Registration Statement or Registration Statements as prescribed by Sections 2(a) and 2(b) hereof within the relevant time period specified in Section 2 hereof on the appropriate form under the Securities Act, which form (i) shall be selected by the Company and the Trust, (ii) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the selling Holders thereof and (iii) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith; and use its best efforts to cause such Registration Statement to become effective and remain effective in accordance with Section 2 hereof; provided,

however, that if (1) such filing is pursuant to Section 2(b), or (2) a

Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2(a) is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities, before filing any Registration Statement or Prospectus or any amendments or supplements thereto, the Company and the Trust shall furnish to and afford the Holders of the Registrable Securities and each such Participating Broker-Dealer, as the case may be, covered by such Registration Statement, their counsel and the managing underwriters, if any, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed. The Company and the Trust shall not file any Registration Statement or Prospectus or any amendments or supplements thereto in respect of which the Holders must be afforded an opportunity to review prior to the filing of such document if the Majority Holders or such Participating Broker-Dealer, as the case may be, their counsel or the managing underwriters, if any, shall reasonably object;

(b) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the Effectiveness Period or the Applicable Period, as the case may be; and cause each Prospectus to be supplemented, if so determined by the Company or the Trust or requested by the SEC, by any required prospectus supplement and as so supplemented to be filed pursuant to Rule 424 (or any similar provision then in force) under the Securities Act, and comply with the provisions of the Securities Act, the Exchange Act and the rules and regulations promulgated thereunder applicable to it with

respect to the disposition of all securities covered by each Registration Statement during the Effectiveness Period or the Applicable Period, as the case may be, in accordance with the intended method or methods of distribution by the selling Holders thereof described in this Agreement (including sales by any Participating Broker-Dealer);

(c) in the case of a Shelf Registration, (i) notify each Holder of Registrable Securities included in the Shelf Registration Statement, at least three Business Days prior to filing, that a Shelf Registration Statement with respect to the Registrable Securities is being filed and advising such Holder that the distribution of Registrable Securities will be made in accordance with the method selected by the Majority Holders; and (ii) furnish to each Holder of Registrable Securities included in the Shelf Registration Statement and to each underwriter of an underwritten offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder or underwriter may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities; and (iii) consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of Registrable Securities included in the Shelf Registration Statement in connection with the offering and sale of the Registrable Securities covered by the Prospectus or any amendment or supplement thereto;

(d) in the case of a Shelf Registration, use its reasonable best efforts to register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions by the time the applicable Registration Statement is declared effective by the SEC as any Holder of Registrable Securities covered by a Registration Statement and each underwriter, if any, of an underwritten offering of Registrable Securities shall reasonably request in writing in advance of such date of effectiveness, and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder and underwriter, if any, to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; provided, however, that the

Company and the Trust shall not be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (ii) file any general consent to service of process in any jurisdiction where it would not otherwise be subject to such service of process or (iii) subject itself to taxation in any such jurisdiction if it is not then so subject;

(e) in the case of (1) a Shelf Registration or (2) Participating Broker-Dealers from whom the Company has received prior written notice that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in Section 3(t) hereof, are seeking to sell Exchange Securities and are required to deliver Prospectuses, notify each Holder of Registrable Securities, or such Participating Broker-Dealers, as the case may be, their counsel and the managing underwriters, if any, promptly and promptly confirm such notice in writing (i) when a Registration Statement has become effective and when any post-effective amendments and supplements thereto become effective, (ii) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement or Prospectus or for additional information after the Registration Statement has become effective, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of

a Registration Statement or the qualification of the Registrable Securities or the Exchange Securities to be offered or sold by any Participating Broker-Dealer in any jurisdiction described in paragraph 3(d) hereof or the initiation of any proceedings for that purpose, (iv) in the case of a Shelf Registration, if, between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the occurrence of any event or the failure of any event to occur, which would make the representations and warranties of the Company and the Trust contained in any purchase agreement, securities sales agreement or other similar agreement, if any, cease to be true and correct in all material respects (except for representations and warranties which speak only as of the date of such agreements), and (v) of the occurrence of any event or the failure of any event to occur or the discovery of any facts or otherwise, during the Effectiveness Period which makes any statement made in such Registration Statement or the related Prospectus untrue in any material respect or which causes such Registration Statement or Prospectus to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (vi) the Company and the Trust's reasonable determination that a post-effective amendment to the Registration Statement would be appropriate;

(f) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement as soon as possible;

(g) in the case of a Shelf Registration, furnish (upon written request) to each Holder of Registrable Securities included within the coverage of such Shelf Registration Statement, without charge, a conformed copy of each Registration Statement relating to such Shelf Registration and any post-effective amendment thereto (without documents incorporated therein by reference or exhibits thereto, unless requested);

(h) in the case of a Shelf Registration, cooperate with the selling Holders of Registrable Securities to facilitate the timely preparation and delivery of any certificates representing Registrable Securities to be sold and not bearing any restrictive legends and in such denominations (consistent with the provisions of the Indenture and the Declaration) and registered in such names as the selling Holders or the underwriters may reasonably request at least two Business Days prior to the closing of any sale of Registrable Securities pursuant to such Shelf Registration Statement;

(i) in the case of a Shelf Registration or an Exchange Offer Registration, upon the occurrence of any circumstance contemplated by Section 3(e)(ii), 3(e)(iii), 3(e)(v) or 3(e)(vi) hereof, use its reasonable best efforts to prepare a supplement or post-effective amendment to a Registration Statement or the related Prospectus or any document incorporated therein by reference or file any report under the Exchange Act or other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and to notify each Holder to suspend use of the Prospectus as promptly as practicable after the occurrence of such an event, and each Holder hereby agrees to suspend the sale of Securities pursuant to such Prospectus until the Company has amended or supplemented such Prospectus to correct such misstatement or omission and has furnished copies of the amended or supplemented

prospectus to such holder (or Participating Broker-Dealer, as the case may be) or the Company has given notice that the sale of the Securities may be resumed pursuant to the Prospectus without any such amendment or supplement, as the case may be;

(j) in the case of a Shelf Registration, upon the filing of any document which is to be incorporated by reference into a Registration Statement or a Prospectus after the initial filing of a Registration Statement, provide a reasonable number of copies of such document to the Holders; and make such of the representatives of the Company and the Trust as shall be reasonably requested by the Holders of Registrable Securities or the Initial Purchasers on behalf of such Holders available for discussion of such document;

(k) use its reasonable best efforts to obtain a CUSIP number for all Exchange Capital Securities and the Capital Securities (and if the Trust has made a distribution of the Subordinated Debentures to the Holders of the Capital Securities, the Subordinated Debentures or the Exchange Subordinated Debentures) as the case may be, not later than the effective date of a Registration Statement, and provide the Trustee with printed certificates for the Exchange Securities or the Registrable Securities, as the case may be, in a form eligible for deposit with the Depositary to the extent that such securities are so eligible);

(l) use its reasonable best efforts to cause the Indenture, the Declaration, the Guarantee and the Exchange Guarantee to be qualified under the Trust Indenture Act of 1939 (the "TIA") in connection with the

registration of the Exchange Securities or Registrable Securities, as the case may be, and effect such changes to such documents as may be required for them to be so qualified in accordance with the terms of the TIA and execute, and use its reasonable best efforts to cause the relevant trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable such documents to be so qualified in a timely manner;

(m) in the case of a Shelf Registration, enter into such agreements (including, if applicable, underwriting agreements) as are customary in similar securities offerings and take all such other appropriate actions as are reasonably requested in order to expedite or facilitate the registration or the disposition of such Registrable Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration, if requested in writing by (x) any Initial Purchaser, in the case where an Initial Purchaser holds Securities acquired by it as part of its initial distribution and (y) other Holders of Securities covered thereby: (i) make such representations and warranties to Holders of such Registrable Securities and the underwriters (if any), with respect to the business of the Trust, the Company and its subsidiaries as then conducted and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, as are customarily made by issuers to underwriters in underwritten offerings, and confirm the same if and when requested; (ii) use its reasonable best efforts to obtain opinions of counsel to the Company and the Trust and updates thereof (which may be in the form of a reliance letter) in form and substance reasonably satisfactory to the managing underwriters (if any) and the Holders of a majority in principal amount of the Registrable Securities being sold, addressed to each selling Holder and the underwriters (if any) covering the

matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such underwriters (it being agreed that the matters to be covered by such opinion may be subject to customary qualifications and exceptions); (iii) use its reasonable best efforts to obtain "cold comfort" letters and updates thereof in form and substance reasonably satisfactory to the managing underwriters, if any, from the independent certified public accountants of the Company and the Trust (and, if necessary, any other independent certified public accountants of any subsidiary of the Company and the Trust or of any business acquired by the Company and the Trust for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings and such other matters as reasonably requested by such underwriters in accordance with Statement on Auditing Standards No. 72; and (iv) if an underwriting agreement is entered into, the same shall contain customary indemnification provisions and procedures no less favorable than those set forth in Section 4 hereof (or such other provisions and procedures reasonably acceptable to Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement and the managing underwriters, if any) with respect to all parties to be indemnified pursuant to said Section (including, without limitation, such underwriters and selling Holders). The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder;

(n) if (1) a Shelf Registration is filed pursuant to Section 2(b) or (2) a Prospectus contained in an Exchange Offer Registration Statement filed pursuant to Section 2(a) is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Securities during the Applicable Period, make available for inspection by any selling Holder of such Registrable Securities being sold, or each such Participating Broker-Dealer, as the case may be, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder or each such Participating Broker-Dealer, as the case may be, or underwriter (collectively, the "Inspectors"), at the

offices where normally kept, during reasonable business hours, all financial and other records, pertinent corporate documents and properties of the Trust, the Company and its subsidiaries (collectively, the "Records") as shall be reasonably necessary to enable them to exercise any

applicable due diligence responsibilities, and cause the officers, directors and employees of the Trust, the Company and its subsidiaries to supply all relevant information in each case reasonably requested by any such Inspector in connection with such Registration Statement provided,

however, that the foregoing inspection and information gathering shall be

coordinated on behalf of the Purchasers by the Representatives and on behalf of the other parties, by one counsel designated by the Representatives and on behalf of such other parties as described in Section 2(c) hereof. Records which the Company and the Trust determine, in good faith, to be confidential and any records which they notify the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a material misstatement or omission in such Registration Statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or is necessary in connection with any action, suit or proceeding or (iii) the information in such Records has been made generally available to the public. Each selling Holder of such Registrable

Securities and each such Participating Broker-Dealer will be required to agree in writing that information obtained by it as a result of such inspections shall be deemed confidential, shall not be communicated to any third-party (other than its agents and affiliates (who shall also be subject to the confidentiality requirements of this paragraph) on a "need-to-know" basis) and shall not be used by it as the basis for any market transactions in the securities of the Trust or the Company unless and until such is made generally available to the public. Each selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to further agree in writing that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company at its expense to undertake appropriate action to prevent disclosure of the Records deemed confidential;

(o) comply in all material respects with all applicable rules and regulations of the SEC so long as any provision of this Agreement shall be applicable and make generally available to its security-holders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts underwritten offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover said 12-month periods;

(p) upon consummation of an Exchange Offer or a Private Exchange, if requested in writing by a Trustee, use its reasonable best efforts to obtain an opinion of counsel to the Company addressed to the Trustee for the benefit of all Holders of Registrable Securities participating in the Exchange Offer or the Private Exchange, as the case may be, and which includes an opinion that (i) the Company and the Trust, as the case requires, has duly authorized, executed and delivered the Exchange Securities and Private Exchange Securities, and (ii) each of the Exchange Securities or the Private Exchange Securities, as the case may be, constitute a legal, valid and binding obligation of the Company or the Trust, as the case requires, enforceable against the Company or the Trust, as the case requires, in accordance with its respective terms (in each case, with customary assumptions, qualifications and exceptions);

(q) if an Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Registrable Securities by Holders to the Company or the Trust, as applicable (or to such other Person as directed by the Company or the Trust, respectively), in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be, the Company or the Trust, as applicable, shall mark, or cause to be marked, on such Registrable Securities delivered by such Holders that such Registrable Securities are being cancelled in exchange for the Exchange Securities or the Private Exchange Securities, as the case may be; in no event shall such Registrable Securities be marked as paid or otherwise satisfied;

(r) cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of

such Registrable Securities and their respective counsel in connection with any filings required to be made with the NASD;

(s) take all other reasonable steps necessary to effect the registration of the Registrable Securities covered by a Registration Statement contemplated hereby;

(t) (A) in the case of an Exchange Offer Registration Statement (i) include in such Exchange Offer Registration Statement a section entitled "Plan of Distribution," which section shall be reasonably acceptable to the Initial Purchasers or another representative of the Participating Broker-Dealers, if any, and which shall contain a summary statement of the positions taken or policies made by the staff of the SEC with respect to the potential "underwriter" status of any broker-dealer (a "Participating

Broker-Dealer") that holds Registrable Securities acquired for its own

account as a result of market-making activities or other trading activities and that will be the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Securities to be received by such broker-dealer in the Exchange Offer, whether such positions or policies have been publicly disseminated by the staff of the SEC or such positions or policies, in the reasonable judgment of the Initial Purchasers or such other representative, represent the prevailing views of the staff of the SEC, including a statement that any such broker-dealer who receives Exchange Securities for Registrable Securities pursuant to the Exchange Offer may be deemed a statutory underwriter and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities, (ii) furnish to each Participating Broker-Dealer who has delivered to the Company the notice referred to in Section 3(e), without charge, as many copies of each Prospectus included in the Exchange Offer Registration Statement, including any preliminary prospectus, and any amendment or supplement thereto, as such Participating Broker-Dealer may reasonably request in writing (each of the Company and the Trust hereby consents to the use of the Prospectus forming part of the Exchange Offer Registration Statement or any amendment or supplement thereto by any Person subject to the prospectus delivery requirements of the Securities Act, including all Participating Broker-Dealers, in connection with the sale or transfer of the Exchange Securities covered by the Prospectus or any amendment or supplement thereto), (iii) use its reasonable best efforts to keep the Exchange Offer Registration Statement effective and to amend and supplement the Prospectus contained therein in order to permit such Prospectus to be lawfully delivered by all Persons subject to the prospectus delivery requirements of the Securities Act for such period of time as such Persons must comply with such requirements under the Securities Act and applicable rules and regulations in order to resell the Exchange Securities; provided, however, that such period shall

not be required to exceed 180 days (or such longer period if extended pursuant to the last sentence of Section 3 hereof) (the "Applicable

Period"), and (iv) include in the transmittal letter or similar

documentation to be executed by an exchange offeree in order to participate in the Exchange Offer (x) the following provision:

"If the exchange offeree is a broker-dealer holding Registrable Securities acquired for its own account as a result of market-making activities or other trading activities, it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of Exchange

Securities received in respect of such Registrable Securities pursuant to the Exchange Offer";

and (y) a statement to the effect that by a broker-dealer making the acknowledgment described in clause (x) and by delivering a Prospectus in connection with the exchange of Registrable Securities, the broker-dealer will not be deemed to admit that it is an underwriter within the meaning of the Securities Act; and

(B) in the case of any Exchange Offer Registration Statement, the Company and the Trust agree to deliver to the Initial Purchasers or to another representative of the Participating Broker-Dealers, if requested in writing by any such Initial Purchasers or such other representative of the Participating Broker-Dealers, on behalf of the Participating Broker-Dealers upon consummation of the Exchange Offer (i) an opinion of counsel in form and substance reasonably satisfactory to the Initial Purchasers or such other representative of the Participating Broker-Dealers, covering the matters customarily covered in opinions requested in connection with Exchange Offer Registration Statements and such other matters as may be reasonably requested (it being agreed that the matters to be covered by such opinion may be subject to customary qualifications and exceptions), (ii) an officers' certificate containing certifications substantially similar to those set forth in Section 5(g) of the Purchase Agreement and such additional certifications as are customarily delivered in a public offering of debt securities and (iii) as well as upon the effectiveness of the Exchange Offer Registration Statement, a comfort letter, in each case, in customary form if permitted by Statement on Auditing Standards No. 72.

The Company or the Trust may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Company or the Trust, as applicable, such information regarding such seller as may be required by the staff of the SEC to be included in a Registration Statement. Neither the Company nor the Trust shall have any obligation to register under the Securities Act the Registrable Securities of a seller who so fails to furnish such information.

(u) In the case of (1) a Shelf Registration Statement or (2) Participating Broker-Dealers who have notified the Company and the Trust that they will be utilizing the Prospectus contained in the Exchange Offer Registration Statement as provided in Section 3(t) hereof, are seeking to sell Exchange Securities and are required to deliver Prospectuses each Holder agrees that, upon receipt of any notice from the Company or the Trust of the happening of any event of the kind described in Section 3(e) (ii), 3(e) (iii), 3(e) (v) or 3(e) (vi) hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to a Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(i) hereof or until it is advised in writing (the "Advice") by the

Company and the Trust that the use of the applicable Prospectus may be resumed, and, if so directed by the Company and the Trust, such Holder will deliver to the Company or the Trust (at the Company's or the Trust's expense, as the case requires) all copies in such Holder's possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities or Exchange Securities, as the case may be, current at the time of receipt of such notice. If the Company or the Trust shall give any such notice to suspend the disposition of Registrable Securities or Exchange Securities, as the case may be, pursuant to a Registration Statement, the Company and the Trust shall use their reasonable best efforts to file and have

declared effective (if an amendment) as soon as practicable an amendment or supplement to the Registration Statement and shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days in the period from and including the date of the giving of such notice to and including the date when the Company and the Trust shall have made available to the Holders (x) copies of the supplemented or amended Prospectus necessary to resume such dispositions or (y) the Advice.

The parties agree that, notwithstanding any provision in this Section 3 with respect to notice to be provided by the Company upon the occurrence of certain specified events, the Company shall not be required to disclose in any such notice circumstances giving rise to or surrounding such specified events to the extent that such disclosure would, in the reasonable judgment of the Board of Directors and/or the executive officers of the Company, violate applicable law, including the fiduciary duties of Board members or executive officers.

4. Indemnification and Contribution. (a) In connection with any

Registration Statement, the Company and the Trust shall, jointly and severally, indemnify and hold harmless each Initial Purchaser, each Holder, each underwriter who participates in an offering of the Registrable Securities, each Participating Broker-Dealer, each Person, if any, who controls any of such parties within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each of their respective directors, officers, employees and agents, as follows:

(i) from and against any and all loss, liability, claim, damage and expense whatsoever, joint or several, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment thereto), covering Registrable Securities or Exchange Securities, including all documents incorporated therein by reference, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (or any amendment or supplement thereto) or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) from and against any and all loss, liability, claim, damage and expense whatsoever, joint or several, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any court or governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, if such settlement is effected with the prior written consent of the Company; and

(iii) from and against any and all expenses whatsoever, as incurred (including reasonable fees and disbursements of counsel chosen by such Holder, such Participating Broker-Dealer, or any underwriter (except to the extent otherwise expressly provided in Section 4(b) hereof)), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any court or governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue

statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under subparagraph (i) or (ii) of this Section 4(a);

provided, however, that (i) this indemnity does not apply to any loss,

liability, claim, damage or expense to the extent arising out of an untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information furnished in writing to the Company or the Trust by such Holder, such Participating Broker-Dealer or any underwriter with respect to such Holder, Participating Broker-Dealer or any underwriter, as the case may be, expressly for use in the Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto) and (ii) the Company and the Trust shall not be liable to any such Holder, Participating Broker-Dealer, any underwriter or controlling person, with respect to any untrue statement or alleged untrue statement or omission or alleged omission in any preliminary Prospectus to the extent that any such loss, liability, claim, damage or expense of any Holder, Participating Broker-Dealer, any underwriter or controlling person results from the fact that such Holder, any underwriter or Participating Broker-Dealer sold Securities to a person to whom there was not sent or given, at or prior to the written confirmation of such sale, a copy of the final Prospectus as then amended or supplemented if the Company had previously furnished copies thereof to such Holder, underwriter or Participating Broker-Dealer and the loss, liability, claim, damage or expense of such Holder, underwriter, Participating Broker-Dealer or controlling person results from an untrue statement or omission of a material fact contained in the preliminary Prospectus which was corrected in the final Prospectus. Any amounts advanced by the Company or the Trust to an indemnified party pursuant to this Section 4 as a result of such losses shall be returned to the Company or the Trust if it shall be finally determined by such a court in a judgment not subject to appeal or final review that such indemnified party was not entitled to indemnification by the Company or the Trust.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Trust, any underwriter and the other selling Holders and each of their respective directors, officers (including each officer of the Company and the Trust who signed the Registration Statement), employees and agents and each Person, if any, who controls the Company, the Trust, any underwriter or any other selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all loss, liability, claim, damage and expense whatsoever described in the indemnity contained in Section 4(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company or the Trust by such selling Holder with respect to such Holder expressly for use in the Registration Statement (or any amendment thereto), or any such Prospectus (or any amendment or supplement thereto); provided, however, that, in the case of Shelf Registration Statement,

no such Holder shall be liable for any amount hereunder in excess of the amount by which the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Shelf Registration Statement exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

(c) Each indemnified party shall give prompt notice to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, enclosing a copy of all papers properly served on such indemnified party, but failure to so notify

an indemnifying party shall not relieve such indemnifying party from any liability which it may have under this Section 4, except to the extent that it is materially prejudiced by such failure. An indemnifying party may participate at its own expense in the defense of such action. If an indemnifying party so elects within a reasonable time after receipt of such notice, an indemnifying party, severally or jointly with any other indemnifying parties receiving such notice, may assume the defense of such action with counsel chosen by it and reasonably acceptable to the indemnified parties defendant in such action, provided, however, that if (i) representation of such indemnified party by the

same counsel would present a conflict of interest or (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and any such indemnified party reasonably determines that there may be legal defenses available to such indemnified party which are different from or in addition to those available to such indemnifying party, then in the case of clauses (i) and (ii) of this Section 4(c) such indemnifying party and counsel for each indemnifying party or parties shall not be entitled to assume such defense. If an indemnifying party is not entitled to assume the defense of such action as a result of the proviso to the preceding sentence, counsel for such indemnifying party and counsel for each indemnified party or parties shall be entitled to conduct the defense of such indemnified party or parties. If an indemnifying party assumes the defense of such action, in accordance with and as permitted by the provisions of this paragraph, such indemnifying parties shall not be liable for any fees and expenses of counsel for the indemnified parties incurred thereafter in connection with such action. In no event shall the indemnifying parties be liable for the fees and expenses of more than one counsel (in addition to local counsel), separate from its own counsel, for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 4 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional written release in form and substance satisfactory to the indemnified parties of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Notwithstanding the last sentence of Section 4(c), if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel pursuant to Section 4(a)(iii) above, such indemnifying party agrees that it shall be liable for any settlement effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement; provided that an indemnifying party shall not be liable for any such

settlement effected without its consent if such indemnifying party (1) reimburses such indemnified party in accordance with such request to the extent it considers reasonable and (2) provides written notice to the indemnified party substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement.

(e) In order to provide for just and equitable contribution in circumstances under which any of the indemnity provisions set forth in this Section 4 is for any reason held to be unavailable to the indemnified parties although applicable in accordance with its terms, the Company, the Trust, and the Holders shall contribute to the aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity agreement incurred by the Company, the Trust and the Holders, as incurred; provided that

no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any Person that was not guilty of such fraudulent misrepresentation. As between the Company, the Trust and the Holders, such parties shall contribute to such aggregate losses, liabilities, claims, damages and expenses of the nature contemplated by such indemnity agreement in such proportion as shall be appropriate to reflect the relative fault of the Company and Trust, on the one hand, and the Holders, on the other hand, with respect to the statements or omissions which resulted in such loss, liability, claim, damage or expense, or action in respect thereof, as well as any other relevant equitable considerations. The relative fault of the Company and the Trust, on the one hand, and of the Holders, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Trust, on the one hand, or by or on behalf of the Holders, on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company, the Trust and the Holders of the Registrable Securities agree that it would not be just and equitable if contribution pursuant to this Section 4 were to be determined by pro rata allocation or by any other method of allocation that does not take into account the relevant equitable considerations. For purposes of this Section 4, each affiliate of a Holder, and each director, officer, employee, agent and Person, if any, who controls a Holder or such affiliate within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as such Holder, and each director of each of the Company or trustee or the Trust, each officer of each of the Company or the Trust who signed the Registration Statement, and each Person, if any, who controls each of the Company and the Trust within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as each of the Company or the Trust.

5. Participation in Underwritten Registrations. No Holder may

participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents reasonably required under the terms of such underwriting arrangements.

6. Selection of Underwriters. The Holders of Registrable Securities

covered by the Shelf Registration Statement who desire to do so may sell the securities covered by such Shelf Registration in an underwritten offering; provided, that the Company shall not be required to effect such underwritten

offering unless at least 30% of the Registrable Securities outstanding as of the Closing Time (giving effect to antidilution adjustments) are to be included in any such underwritten offering. In any such underwritten offering, the underwriter or underwriters and manager or managers that will administer the offering will be selected by the Holders of a majority in aggregate principal amount of the Registrable Securities to be included in such offering; provided,

however, that such underwriters and managers must be reasonably satisfactory to

the Company and the Trust.

7. Miscellaneous.

(a) Rule 144 and Rule 144A. For so long as the Company or the Trust is

subject to the reporting requirements of Section 13 or 15 of the Exchange Act and any Registrable Securities remain outstanding, the Company and the Trust, as the case may be, will file the reports required to be filed by it under the Securities Act and Section 13(a) or 15(d) of the Exchange Act and the rules and regulations adopted by the SEC thereunder, or, if it ceases to be so required to file such reports, it will, upon the written request of any Holder of Registrable Securities (a) make publicly available such information as is necessary to permit sales of securities of the Company and the Trust pursuant to Rule 144 under the Securities Act, (b) deliver such information to a prospective purchaser as is necessary to permit sales of securities of the Company and the Trust pursuant to Rule 144A under the Securities Act and it will take such further action as any Holder of Registrable Securities may reasonably request, and (c) take such further action that is reasonable in the circumstances, in each case, to the extent required from time to time to enable such Holder to sell its Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, (ii) Rule 144A under the Securities Act, as such rule may be amended from time to time, or (iii) any similar rules or regulations hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company and the Trust will deliver to such Holder a written statement as to whether they have complied with such requirements.

(b) No Inconsistent Agreements. The Company or the Trust will not on

or after the date of this Agreement enter into any agreement which is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's or the Trust's other issued and outstanding securities under any such agreements, other than the rights granted under the Company's Amended and Restated Registration Rights Agreement, dated as of December 27, 1996.

(c) Amendments and Waivers. The provisions of this Agreement,

including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company and the Trust has obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or departure; provided no amendment, modification or

supplement or waiver or consent to the departure with respect to the provisions of Section 4 hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder of Registrable Securities. Notwithstanding the foregoing sentence, (i) this Agreement may be amended, without the consent of any Holder of Registrable Securities, by written agreement signed by the Company, the Trust and Merrill Lynch, to cure any ambiguity, correct or supplement any provision of this Agreement that may be inconsistent with any other provision of this Agreement or to make any other provisions with respect to matters or questions arising under this Agreement which shall not be inconsistent with other provisions of this Agreement, (ii) this Agreement may be amended, modified or supplemented, and waivers and consents to departures from the provisions hereof may be given, by written agreement signed by the Company, the Trust

and Merrill Lynch to the extent that any such amendment, modification, supplement, waiver or consent is, in their reasonable judgment, necessary or appropriate to comply with applicable law (including any interpretation of the Staff of the SEC) or any change therein and (iii) to the extent any provision of this Agreement relates to the Initial Purchasers, such provision may be amended, modified or supplemented, and waivers or consents to departures from such provisions may be given, by written agreement signed by Merrill Lynch, the Company and the Trust.

(d) Notices. All notices and other communications provided for or

permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Company or the Trust by means of a notice given in accordance with the provisions of this Section 7(d), which address initially is, with respect to the Initial Purchasers, the address set forth in the Purchase Agreement; and (ii) if to the Company, initially at the Company's address set forth in the Purchase Agreement and, if to the Trust, initially c/o The Bank of New York, as Property Trustee (as defined in the Declaration) at the Property Trustee's address specified in the Declaration, with a copy to the Company, initially at the Company's address set forth in the Purchase Agreement, and thereafter, in each case, at such other address, notice of which is given in accordance with the provisions of this Section 7(d).

All such notices and communications 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 answered back, if telexed; when receipt is acknowledged, if telecopied; and on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands, or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(e) Successors and Assigns. This Agreement shall inure to the benefit

of and be binding upon the successors, assigns and transferees of the Initial Purchasers, including, without limitation and without the need for an express assignment, subsequent Holders; provided, however, that nothing herein shall be

deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities, in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities, such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof.

(f) Third Party Beneficiary. Each of the Initial Purchasers shall be a

third party beneficiary of the agreements made hereunder between the Company and the Trust, on the one hand, and the Holders, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of Holders hereunder.

(g) 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.

(h) Headings. The headings in this Agreement are for convenience of

reference only and shall not limit or otherwise affect the meaning hereof.

(i) GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN

THE STATE OF NEW YORK. THE VALIDITY AND INTERPRETATION OF THIS AGREEMENT, AND
THE TERMS AND CONDITIONS SET FORTH HEREIN, SHALL BE GOVERNED BY AND CONSTRUED IN
ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY
PROVISIONS RELATING TO CONFLICTS OF LAWS. EACH OF THE PARTIES HERETO AGREES TO
SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION
OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(j) Severability. In the event that any one or more of the provisions

contained herein, or the application thereof in any circumstance, is held
invalid, illegal or unenforceable, the validity, legality and enforceability of
any such provision in every other respect and of the remaining provisions
contained herein shall not be affected or impaired thereby.

(k) Securities Held by the Company, the Trust or its Affiliates.

Whenever the consent or approval of Holders of a specified percentage of
Registrable Securities is required hereunder, Registrable Securities held by the
Company, the Trust or its affiliates (as such term is defined in Rule 405 under
the Securities Act) shall not be counted in determining whether such consent or
approval was given by the Holders of such required percentage.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RENAISSANCERE HOLDINGS LTD.

By: /s/ John D. Nichols, Jr.

Name: John D. Nichols, Jr.
Title: Vice President and Secretary

RENAISSANCERE CAPITAL TRUST

By: /s/ John D. Nichols, Jr.

Name: John D. Nichols, Jr.
Title: Administrative Trustee

Confirmed and accepted as of
the date first above written:

MERRILL LYNCH & CO.

MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED

SALOMON BROTHERS INC

By: MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED,
For itself and on behalf of the
Several Initial Purchasers

By: /s/ Eric Heaton

Name: Eric Heaton
Title: Authorized Signatory

RENAISSANCERE HOLDINGS LTD. \$00 MILLION
OFFERING OF CAPITAL SECURITIES

PEMBROKE, Bermuda--March 7, 1997--The Board of Directors of RenaissanceRe Holdings Ltd. (NYSE: RNR) today announced that it has completed the sale of \$100 million of Capital Securities issued by RenaissanceRe Capital Trust, a newly-created subsidiary business trust of the Company. The Capital Securities will pay cumulative cash distributions at an annual rate of 8.54 percent, payable semi-annually commencing September 1, 1997. Proceeds from the offering will be used to repay a portion of the Company's outstanding indebtedness.

The Capital Securities were sold in a private placement to institutional buyers, and have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration under, or an applicable exemption from, the registration requirements of the Securities Act and applicable state securities laws. The issue was managed by Merrill Lynch & Co. and Salomon Brothers Inc.

RenaissanceRe Holdings Ltd., through its subsidiaries Renaissance Reinsurance Ltd. and Glencoe Insurance Ltd., is a global provider of reinsurance and insurance. The Company's principal product is property catastrophe reinsurance.

* * * * *

CONTACT:	Keith S. Hynes	John D. Nichols, Jr.
	Senior Vice President	Vice President
	and Chief Financial Officer	(441) 295-4513
	(441) 295-4513	

Michael Seely
Investor Access
(212) 692-9060

#