

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 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) December 17, 2021

FAIR ISAAC CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-11689
(Commission
File Number)

94-1499887
(IRS Employer
Identification No.)

**5 West Mendenhall, Suite 105
Bozeman, Montana**
(Address of principal executive offices)

59715
(Zip Code)

Registrant's telephone number, including area code 406-982-7276

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	FICO	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (§230.405 of this chapter) or Rule 12b-2 of the Exchange Act (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Offering of Senior Notes

On December 17, 2021, Fair Isaac Corporation (the “Company”) closed its previously announced private offering of \$550 million aggregate principal amount of the Company’s additional notes (the “Additional Notes”) of the same class as the Company’s previously issued 4.000% Senior Notes due 2028 (the “Existing Notes” and, together with the Additional Notes, the “Notes”). The Additional Notes were issued pursuant to the Indenture dated as of December 6, 2019 (the “Base Indenture”), by and between the Company and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the Supplemental Indenture No. 1 dated as of December 17, 2021 (the “Supplemental Indenture” and together with the Base Indenture, the “Indenture”).

The Company intends to use the net proceeds from the offering of the Additional Notes to repay certain indebtedness outstanding under its existing unsecured revolving credit facility and to pay related fees and expenses, and any excess thereof will be used for general corporate purposes.

This Current Report on Form 8-K does not constitute an offer to sell, or the solicitation of an offer to buy, the Additional Notes. Any offers of the Additional Notes were made only by means of a private offering memorandum. The Additional Notes have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), or the securities laws of any other jurisdiction, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons absent registration or an applicable exemption from the registration requirements of the Securities Act. The Additional Notes were sold to “qualified institutional buyers” as defined in Rule 144A under the Securities Act and to non-U.S. persons outside the United States under Regulation S under the Securities Act.

Indenture

The Additional Notes are the senior unsecured obligations of the Company. As of December 17, 2021, none of the Company’s subsidiaries will be guarantors and the Additional Notes will not be guaranteed. The Additional Notes will be guaranteed, jointly and severally, on a senior unsecured basis by each of the Company’s future significant domestic subsidiaries (as defined in the Indenture).

The Company will pay interest on the Additional Notes semi-annually on June 15 and December 15. Interest on the Additional Notes will accrue from December 15, 2021 at a rate of 4.000% per annum, and the first interest payment date for the Additional Notes will be June 15, 2022. The Additional Notes will mature on June 15, 2028. The Company may redeem some or all of the Additional Notes at any time prior to December 15, 2022 at a price equal to 100% of the principal amount of the Additional Notes to be redeemed, plus a make-whole premium and accrued and unpaid interest on the Additional Notes to the redemption date. Prior to December 15, 2022, the Company may also redeem up to 35% of the Additional Notes with the net proceeds from certain equity offerings at a redemption price of 104% of the principal amount of the Additional Notes to be redeemed plus accrued and unpaid interest on the Additional Notes to the redemption date. Thereafter, the Company may redeem the Additional Notes in whole or in part at a redemption price equal to the percentage of the principal amount as set forth in the Indenture.

The Indenture contains covenants that limit the ability of the Company and its subsidiaries to, under certain circumstances, (i) enter into sale/leaseback transactions, (ii) sell all, or substantially all, of its assets, (iii) create or permit to exist liens on its assets, (iv) incur debt at subsidiaries or (v) effect a consolidation or merger. These covenants are subject to important exceptions and qualifications.

Upon the occurrence of specific change of control events that result in the rating of the Additional Notes being below an investment grade rating by at least one of the rating agencies, as described in the Indenture, each noteholder will have the right to require the Company to make an offer to repurchase the Additional Notes at 101% of the principal amount, plus accrued and unpaid interest to, but excluding, the date of repurchase.

The Indenture provides for certain events of default, including, among other things, (i) failure to pay interest on any Note when due and payable if such failure continues for 30 days; (ii) failure to pay any principal of, or premium, if

any, on, any Note when due and payable at maturity, upon any redemption, required repurchase, upon declaration of acceleration or otherwise; (iii) failure by the Company to comply with its obligations under the Indenture with respect to consolidation with or merger with or into, or sale, transfer or lease of all or substantially all of the Company's properties and assets to, another person; (iv) the failure by the Company or any future guarantor to comply for 45 days after notice with any of its obligations in the Indenture with respect to certain change of control events, limitations on liens, limitations on sale/leaseback transactions, limitations on subsidiary debt and addition of future guarantors; (v) the failure to comply with the other obligations or agreements in the Notes or the Indenture for a period of 60 days after written notice of noncompliance has been received by the Company; (vi) failure to pay debt of the Company or any guarantor or significant subsidiary within any applicable grace period after final maturity or acceleration thereof if such amount exceeds \$50.0 million; (vii) certain events of bankruptcy, insolvency or reorganization; (viii) any final judgment or decree for the payment of money that is not covered by enforceable insurance policies in excess of \$50.0 million is entered against the Company or any guarantor or significant subsidiary that remains outstanding for a period of 60 consecutive days after becoming final and is not discharged, waived or stayed within 30 days after notice; or (ix) a future guarantee ceases to be in full force and effect or a guarantor denies or disaffirms its obligations under its guarantee. The events of default are subject to important exceptions and qualifications, as set forth in the Indenture.

The above description of the Indenture and the Additional Notes is a summary only and is qualified in its entirety by reference to the Indenture, Supplemental Indenture, and the form of Notes included therein, which are attached hereto as Exhibits 4.1, 4.2, and 4.3, respectively, and are incorporated herein by reference.

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

The information set forth in Item 1.01 above is hereby incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
4.1	Indenture dated as of December 6, 2019 by and between the Company and U.S. Bank National Association, as trustee. (Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on December 6, 2019.)
4.2	Supplemental Indenture dated as of December 17, 2021 by and between the Company and U.S. Bank National Association, as trustee.
4.3	Form of the Company's 4.00% Senior Notes due 2028 (included in Exhibit 4.2 hereto).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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.

FAIR ISAAC CORPORATION

By /s/ Mark R. Scadina

Mark R. Scadina

Executive Vice President, General Counsel and Corporate Secretary

Date: December 17, 2021

SUPPLEMENTAL INDENTURE NO. 1

Supplemental Indenture No. 1 (“**Supplemental Indenture No. 1**”), dated as of December 17, 2021, among Fair Isaac Corporation, a Delaware corporation (the “**Company**”) and U.S. Bank National Association, as trustee (the “**Trustee**”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee a Senior Notes Indenture (the “**Initial Indenture**”), dated as of December 6, 2019, providing for the issuance of an unlimited aggregate principal amount of 4.000% Senior Notes due 2028;

WHEREAS, the Company has previously issued \$350,000,000 aggregate principal amount of 4.000% Senior Notes due 2028 (the “**Existing Notes**”) on December 6, 2019;

WHEREAS, the Company wishes to issue \$550,000,000 aggregate principal amount of Additional Notes;

WHEREAS, in accordance with Section 2.01 of the Initial Indenture, the Company may issue Additional Notes and shall enter into a supplemental indenture to the Initial Indenture to provide for the issuance of such Additional Notes;

WHEREAS, the Company and the Guarantors wish to execute and deliver this Supplemental Indenture No. 1 to provide for the issuance of \$550,000,000 aggregate principal amount of its 4.000% Senior Notes due 2028 (the “**New Notes**”) as Additional Notes under the Initial Indenture;

WHEREAS, in connection with the issuance of the New Notes and pursuant to Section 2.01 of the Initial Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture No. 1;

WHEREAS, all things necessary have been done to make this Supplemental Indenture No. 1 a valid and binding agreement of the Company and the Trustee, in accordance with its terms;

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

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Initial Indenture.

(2) Additional Notes. As of the date hereof, the Company shall issue the New Notes pursuant to this Supplemental Indenture No. 1. The New Notes issued pursuant to this Supplemental Indenture No. 1 constitute Additional Notes issued pursuant to Section 2.01 of the Initial Indenture and shall be consolidated with and form a single class with the Existing Notes previously established pursuant to the Initial Indenture. The New Notes shall be treated as a single series with, and shall have the same terms and conditions in all respects as, the Existing Notes, except that the issue date of the New Notes shall be December 17, 2021 and the issue price shall be 99.750% of the aggregate principal amount thereof plus accrued and unpaid interest from December 15, 2021. In addition, the New Notes shall be (and in the case of the New Notes issued pursuant to Regulation S under the Securities Act, after being mandatorily exchanged for New Notes with the same CUSIP/ISIN numbers as the Existing Notes issued pursuant to Regulation S under the Securities Act as described below, shall be) fungible for U.S. federal income tax purposes with the Existing Notes and will have the same issue date and issue price as the Existing Notes for such purposes. The New Notes issued in the form of Global Notes shall be issued under the same CUSIP/ISIN numbers as the Existing Notes (except that New Notes issued pursuant to Regulation S under the Securities Act will trade separately under different CUSIP/ISIN numbers until at least 40 days after the issue date of the New Notes and thereafter, subject to the terms hereof); it being understood that any New Notes issued in the form of a Definitive Note may be exchanged for a beneficial interest in a Global Note in accordance with the provisions of the Initial Indenture. The form of the global notes or definitive notes representing the New Notes is attached hereto as Exhibit A.

(3) Aggregate Principal Amount. The aggregate principal amount of the New Notes that may be authenticated and delivered pursuant to this Supplemental Indenture No. 1 shall be \$550,000,000.

(4) Governing Law. THIS SUPPLEMENTAL INDENTURE NO. 1 WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(5) Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture No. 1 shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to and shall not be responsible for the validity or sufficiency of this Supplemental Indenture No. 1 or the New Notes or as to the accuracy of the recitals to this Supplemental Indenture No. 1. The Trustee shall not be accountable for the use or application by the Company of the New Notes or the proceeds thereof.

(6) Counterparts. This Supplemental Indenture No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Supplemental Indenture No. 1. Delivery of an executed agreement by one party to the others may be made by facsimile, electronic mail (including any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signatures and Records Act, as amended from time to time, or other applicable law) or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) Mandatory Exchange of Regulation S Global Notes. Promptly following the termination of 40 days following the issue date of the New Notes, the Company shall cause the beneficial interests in New Notes in the form of Regulation S Global Notes to be exchanged for beneficial interests in a Regulation S Global Note (CUSIP U2947R AB5, ISIN No. USU2947RAB51) pursuant to Applicable Procedures. The Company shall deliver to the Trustee a written order of the Company to process such mandatory exchange, along with an Officer's Certificate and Opinion of Counsel.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture No. 1 to be duly executed, all as of the date first above written.

FAIR ISAAC CORPORATION

By: /s/ Stephen P. Weber
Name: Stephen P. Weber
Title: Treasurer

[Signature Page to Supplemental Indenture No. 1]

U.S. BANK, NATIONAL ASSOCIATION,

as Trustee

By: /s/ Benjamin J. Krueger

Name: Benjamin J. Krueger

Title: Vice President

[Signature Page to Supplemental Indenture No. 1]

[FORM OF FACE OF NOTE]

[Insert the Restricted Notes Legend, if applicable, pursuant to the provisions of the Initial Indenture]

[Insert the Regulation S Legend, if applicable, pursuant to the provisions of the Initial Indenture]

[Insert the Global Notes Legend, if applicable, pursuant to the provisions of the Initial Indenture]

[Insert the Definitive Notes Legend, if applicable, pursuant to the provisions of the Initial Indenture]

[RULE 144A][REGULATION S][IAI][GLOBAL] NOTE
4.00% Senior Notes due 2028

No. [RA-] [RS-] [RIAI-] [U-]

[\$]²

FAIR ISAAC CORPORATION

promises to pay to CEDE & CO. or registered assigns the principal sum [set forth on the Schedule of Exchanges of Interests in the Global Note attached hereto] [of \$ (Dollars)]³ on June 15, 2028.

Interest Payment Dates: June 15 and December 15

Record Dates: June 1 and December 1

¹ Rule 144A Note CUSIP: 303250 AF1
Rule 144A Note ISIN: US303250AF16
Regulation S Note CUSIP: U2947R AB5
Regulation S Note ISIN: USU2947RAB51
IAI Note CUSIP: To be obtained if necessary
IAI Note ISIN: To be obtained if necessary
CUSIP for Unrestricted Global Note: To be obtained if necessary
ISIN for Unrestricted Global Note: To be obtained if necessary

² Include in Global Notes.

³ Include in Definitive Notes

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

Dated:

FAIR ISAAC CORPORATION

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Indenture:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

Dated:

4.00% Senior Notes due 2028

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. **INTEREST.** FAIR ISAAC CORPORATION, a Delaware corporation (the “*Company*”), promises to pay interest on the principal amount of this Note at 4.00% per annum until but excluding maturity. The Company shall pay interest semi-annually in arrears on June 15 and December 15 of each year (each, an “*Interest Payment Date*”). If any such day is not a Business Day, interest shall be payable on the next succeeding Business Day with the same force and effect and no interest shall accrue for the intervening period. Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including December 15, 2021; *provided* that the first Interest Payment Date shall be June 15, 2022. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the interest rate on the Notes to the extent lawful. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

2. **METHOD OF PAYMENT.** The Company shall pay interest on the Notes to the Persons who are registered holders of Notes at the close of business on the June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding the related Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. Principal, premium, if any, and interest on the Notes shall be payable at the office or agency of the Company maintained for such purpose or, at the option of the Company, payment of interest and premium, if any, may be made by check mailed to the holders at their respective addresses set forth in the Note Register; *provided* that payment by wire transfer of immediately available funds shall be required with respect to principal, premium, if any, and interest on all Global Notes and all other Notes the holders of which shall have provided wire transfer instructions to the Company or the Paying Agent at least five Business Days prior to the applicable payment date. Such payment shall be in such coin or currency of the United States as at the time of payment is legal tender for payment of public and private debts.

3. **PAYING AGENT AND REGISTRAR.** Initially, U.S. Bank National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to the holders. The Company may act in any such capacity.

4. **INDENTURE.** The Company issued the Notes under an Indenture, dated as of December 6, 2019 (as supplemented by that certain Supplemental Indenture No. 1, dated as of December 17, 2021, and as amended or supplemented from time to time, the “*Indenture*”), among the Company, the Guarantors named therein and the Trustee. This Note is one of a duly authorized issue of notes of the Company designated as its 4.00% Senior Notes due 2028. The Notes are Additional Notes under the Indenture and the Company shall be entitled to issue Additional Notes pursuant to Section 2.01 of the Indenture. The Initial Notes and any Additional Notes issued under the Indenture shall be treated as a single class of securities under the Indenture. The terms of the Notes include those stated in the Indenture. The Notes are subject to all such terms, and holders are referred to the Indenture for a statement of such terms. Any term used in this Note that is defined in the Indenture shall have the meaning assigned to it in the Indenture. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

5. **REDEMPTION AND REPURCHASE.** The Notes are subject to optional redemption, and may be the subject of a Change of Control Offer, as further described in the Indenture. The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

6. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents, and holders shall be required to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption or tendered for repurchase in connection with a Change of Control Offer, except for the unredeemed portion of any Note being redeemed or repurchased in part.

7. PERSONS DEEMED OWNERS. The registered holder of a Note may be treated as its owner for all purposes.

8. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture, the Guarantees or the Notes may be amended or supplemented as provided in the Indenture.

9. DEFAULTS AND REMEDIES. The Events of Default relating to the Notes are defined in Section 6.01 of the Indenture. Upon the occurrence of an Event of Default, the rights and obligations of the Company, the Guarantors, the Trustee and the holders shall be as set forth in the applicable provisions of the Indenture.

10. AUTHENTICATION. This Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual signature of the Trustee.

11. GOVERNING LAW. THIS NOTE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

12. CUSIP AND ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Notes, and the Trustee may use CUSIP and ISIN numbers in notices as a convenience to holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice and reliance may be placed only on the other identification numbers placed thereon.

The Company shall furnish to any holder upon written request and without charge a copy of the Indenture. Requests may be made to the Company at the following address:

Fair Isaac Corporation
5 West Mendenhall
Suite 105
Bozeman, Montana 59715
Tel.: 406-982-7276
Email: mikemclaughlin@fico.com
Attn: Executive Vice President and Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

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

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

and irrevocably appoint _____

_____ to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

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

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFERS OF TRANSFER RESTRICTED NOTES

U.S. Bank National Association
West Side Flats, St. Paul
60 Livingston Ave
Saint Paul, MN 55107
EP-MN-WS3C
Fax No.: 651-466-7430
Email: benjamin.krueger@usbank.com
Attention: Corporate Trust

This certificate relates to \$ _____ principal amount of Notes held in (check applicable space) _____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

- has requested the Trustee by written order to deliver in exchange for its beneficial interest in a Global Note held by the Depository a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) in accordance with the Indenture; or
- has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

- (1) to the Company or subsidiary thereof; or
- (2) to the Registrar for registration in the name of the holder, without transfer; or
- (3) pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"); or
- (4) to a Person that the undersigned reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act ("Rule 144A")) that purchases for its own account or for the account of a qualified institutional buyer and to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A; or
- (5) 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 (and if the transfer is being made prior to the expiration of the Distribution Compliance Period, the Notes shall be held immediately thereafter through Euroclear or Clearstream); or
- (6) to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that has furnished to the Trustee a signed letter containing certain representations and agreements; or
- (7) pursuant to Rule 144 under the Securities Act; or
- (8) pursuant to another available exemption from registration under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered holder thereof; *provided, however*, that if box (5), (6), (7) or (8) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee 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.

Your Signature

Date: _____

Signature of Signature Guarantor

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a “qualified institutional buyer” within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned’s foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Dated: _____

NOTICE: To be executed by an executive officer
Name:
Title:

Signature Guarantee*: _____

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

TO BE COMPLETED IF THE HOLDER REQUIRES AN EXCHANGE FROM A REGULATION S GLOBAL NOTE TO AN UNRESTRICTED GLOBAL NOTE, PURSUANT TO SECTION 2.2(d)(iii) OF APPENDIX A TO THE INDENTURE

The undersigned represents and warrants that either:

- the undersigned is not a dealer (as defined in the Securities Act) and is a non-U.S. person (within the meaning of Regulation S under the Securities Act); or
- the undersigned is not a dealer (as defined in the Securities Act) and is a U.S. person (within the meaning of Regulation S under the Securities Act) who purchased interests in the Notes pursuant to an exemption from, or in a transaction not subject to, the registration requirements under the Securities Act; or
- the undersigned is a dealer (as defined in the Securities Act) and the interest of the undersigned in this Note does not constitute the whole or a part of an unsold allotment to or subscription by such dealer for the Notes.

Dated: _____

Your Signature

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 of the Indenture, check the appropriate box below:

Section 4.10

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.10 of the Indenture, state the amount you elect to have purchased:

\$ _____ (\$2,000 and integral multiples of \$1,000, in excess thereof)

Date: _____

Your Signature: _____
(Sign exactly as your name appears on the face of this Note)

Tax Identification No. _____

Signature Guarantee*: _____

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

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is \$ _____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in Principal Amount of this Global Note</u>	<u>Amount of increase in Principal Amount of this Global Note</u>	<u>Principal Amount of this Global Note following such decrease or increase</u>	<u>Signature of authorized signatory of Trustee, Depository or Custodian</u>
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* This schedule should be included only if the Note is issued in global form.