

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report: December 10, 2001
Date of Earliest Event Reported: December 5, 2001

BOISE CASCADE CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
1111 West Jefferson Street
P.O. Box 50
Boise, Idaho
(Address of principal executive offices)

1-5057
(Commission File
Number)

82-0100960
(I.R.S. Employer
Identification No.)
83728-0001
(Zip Code)

208/384-6161
(Registrant's telephone number, including area code)

Item 5. Other Events

On December 5, 2001, Boise Cascade Corporation (the "Company") closed the sale of \$172.5 million of 7.50% Adjustable Conversion-rate Equity Security Units (the "Units"). The Units consist of (i) purchase contracts under which the holder will purchase shares of the common stock of the Company on December 16, 2004, and (ii) preferred securities issued by Boise Cascade Trust I, which will pay quarterly distributions at the annual rate of 7.50% of the liquidation amount of \$50.

Item 7. Financial Statements and Events

Exhibits to this report are listed in the Index to Exhibits and are incorporated by reference.

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.

BOISE CASCADE CORPORATION

By /s/ Karen E. Gowland

Karen E. Gowland
Vice President and Corporate Secretary

Date: December 10, 2001

Index to Exhibits

The following exhibits are filed herewith.

Exhibit No.	Document
--------------------	-----------------

- 99.1 Underwriting Agreement, dated November 29, 2001, between the Company and the representatives of the Underwriters with respect to the Units
 - 99.2 Third Supplemental Indenture, dated as of December 5, 2001, between the Company and BNY Western Trust Company, as trustee, to the Indenture dated as of October 1, 1985 between the Company and U.S. Bank Trust National Association, as supplemented by the First Supplemental Indenture dated December 20, 1989 and the Second Supplemental Indenture dated August 1, 1990
 - 99.3 Form of Debentures (Included in Exhibit 99.2)
 - 99.4 Purchase Contract Agreement, dated December 5, 2001, between the Company and BNY Western Trust Company, as purchase contract agent
 - 99.5 Form of Normal Unit (Included in Exhibit 99.4)
 - 99.6 Form of Stripped Unit (Included in Exhibit 99.4)
 - 99.7 Amended and Restated Declaration of Trust, dated December 5, 2001, of Boise Cascade Trust I among the Company, as Depositor, BNY Western Trust Company, as Property Trustee, The Bank of New York (Delaware), as Delaware Trustee, and the Administrative Trustees named herein
 - 99.8 Form of Trust Preferred Security (included in Exhibit 99.7)
 - 99.9 Guarantee Agreement, dated December 5, 2001, between the Company, as guarantor, and BNY Western Trust Company, as guarantee trustee, with respect to the trust preferred securities
 - 99.10 Pledge Agreement, dated December 5, 2001, between the Company, JPMorgan Chase Bank, as collateral agent, custodial agent and securities intermediary, and BNY Western Trust Company, as purchase contract agent
-

QuickLinks

[SIGNATURE](#)

[Index to Exhibits](#)

[QuickLinks](#) -- Click here to rapidly navigate through this document

Boise Cascade Corporation
Boise Cascade Trust I
7.50% Adjustable Conversion-rate
Equity Security Units
(Stated Amount \$50 per Unit)

Underwriting Agreement

November 29, 2001

Goldman, Sachs & Co.,
ABN AMRO Rothschild LLC,
Banc of America Securities LLC,
First Union Securities, Inc.,
J.P. Morgan Securities Inc.,
c/o Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004.

Ladies and Gentlemen:

Boise Cascade Corporation, a Delaware corporation (the "Company"), and the several Underwriters named in *Schedule I* hereto (the "Underwriters") propose, subject to the terms and conditions stated herein, to enter into the Purchase Contracts (the "Purchase Contracts") referred to in the Purchase Contract Agreement to be dated as of December 5, 2001 (the "Purchase Contract Agreement") between the Company and BNY Western Trust Company, as Purchase Contract Agent (the "Purchase Contract Agent"), underlying an aggregate of 3,000,000 7.50% Adjustable Conversion-rate Equity Security Units (the "Firm Securities"). In connection therewith, Boise Cascade Trust I (the "Trust"), a statutory business trust created under the Business Trust Act of the State of Delaware (the "Delaware Business Trust Act"), and the Company propose, subject to the terms and conditions herein, that the Trust issue and sell to the Underwriters 3,000,000 7.50% Preferred Securities (liquidation amount \$50) (the "Preferred Securities") representing undivided preferred beneficial interests in the assets of the Trust, which will be guaranteed by the Company (the "Guarantee") as to the payment of distributions, and as to payments on liquidation or redemption, to the extent that the Trust has funds on hand legally available therefor, as set forth in a guarantee agreement (the "Guarantee Agreement") between the Company and BNY Western Trust Company, as trustee (the "Guarantee Trustee"). In connection with the Purchase Contract Agreement and pursuant to the Pledge Agreement, to be dated as of December 5, 2001 (the "Pledge Agreement"), among the Company, the Purchase Contract Agent and JPMorgan Chase Bank, as collateral agent, custodial agent and securities intermediary (the "Collateral Agent"), the Preferred Securities underlying the Units (as defined below) will be pledged by the Purchase Contract Agent on behalf of the holders of the Units to secure the holders' obligations to the Company under the Purchase Contract underlying such Unit. The rights to purchase newly issued common stock, par value \$2.50 per share, of the Company (the "Common Stock") under a Purchase Contract, together with the Preferred Securities or other pledged securities securing such Purchase Contract, subject to (i) the obligations owed to the Company under such Purchase Contract and (ii) the pledge arrangements under the Pledge Agreement securing the foregoing obligations, collectively constitute an Adjustable Conversion-rate Equity Security Unit (each, a "Unit"). In addition, subject to the terms and conditions herein, the Company proposes to grant the Underwriters an option to enter into Purchase Contracts underlying up to 450,000 additional Units, and the Trust and the Company propose to grant the Underwriters an option to purchase up to 450,000 additional Preferred Securities, and, in the event the Underwriters enter into any such additional Purchase Contracts, the Underwriters propose to purchase a number of additional Preferred Securities equal to such number of additional Purchase Contracts, pledge such Preferred Securities to the Collateral Agent (the Units resulting therefrom being the "Optional Securities"). The Firm Securities and any Optional Securities purchased by the Underwriters are herein called the "Securities".

The proceeds of the sale of the Preferred Securities and of the common securities of the Trust (the "Common Trust Securities" and, together with the Preferred Securities, the "Trust Securities") to be sold by the Trust to the Company are to be invested in 7.50% Senior Debentures (the "Senior Debentures") of the Company to be issued pursuant to an Indenture (the "Original Indenture") between the Company and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the "Original Trustee"), dated as of October 1, 1985, as supplemented by the First Supplemental Indenture between the Company and the Original Trustee, dated as of December 20, 1998 (the "First Supplement") and the Second Supplemental Indenture between the Company and the Original Trustee, dated as of August 1, 1990 (the "Second Supplement", and, together with the Original Indenture and the First Supplement, the "Base Indenture"), as further supplemented for this transaction by the Third Supplemental Indenture, to be dated as of December 5, 2001 (the "Third Supplemental Indenture", and, together with the Base Indenture, the "Indenture"), among the Company, the Original Trustee and BNY Western Trust Company, as series trustee (the "Debenture Trustee"). The Trust Securities will be issued pursuant to, and will be governed by the Amended and Restated Declaration of Trust, dated as of December 5, 2001, (the "Declaration") among the Company, BNY Western Trust Company, as property trustee (the "Property Trustee"), The Bank of New York (Delaware), as Delaware Trustee (the "Delaware Trustee"), the Administrative Trustees named therein and the holders from time to time of the beneficial interests in the assets of the Trust. The Declaration, the Indenture and the Guarantee Agreement will be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

Pursuant to a Remarketing Agreement (the "Remarketing Agreement") to be entered into among the Company, the Purchase Contract Agent and a financial institution to be selected by the Company to act as reset agent and remarketing agent (together, the "Remarketing Agent"), the Preferred Securities or Senior Debentures will be remarketed, subject to certain terms and conditions.

1. The Company and the Trust jointly and severally represent and warrant to, and agree with, each of the Underwriters that:

(a) A registration statement on Form S-3 (File Nos. 333-74981 and 333-74981-01) (the "Initial Registration Statement") in respect of the Securities, including the Purchase Contracts underlying the Securities, the shares of Common Stock (the "Shares") to be issued upon settlement of the Purchase Contracts underlying such Securities, the Preferred Securities, the Senior Debentures and the Guarantee, has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, and, excluding exhibits thereto but including all documents incorporated by reference in the prospectus contained therein, delivered to you for each of the other Underwriters, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of

the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became or hereafter becomes effective upon filing, the documents incorporated by reference therein and any post-effective effective amendment thereto no other document with respect to the Initial Registration Statement has heretofore been filed or transmitted for filing (other than prospectuses filed pursuant to Rule 424(b) of the rules and regulations of the Commission under the Act, each in the form heretofore delivered to you) with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose has been initiated or threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations of the Commission under the Act, is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial

2

Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto but excluding Form T-1 and including (i) the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective and (ii) the documents incorporated by reference in the prospectus contained in the Initial Registration Statement at the time such part of the Initial Registration Statement became effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; and any reference herein to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act, as of the date of such Preliminary Prospectus or Prospectus, as the case may be; any reference to any amendment or supplement to any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after the date of such Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and incorporated by reference in such Preliminary Prospectus or Prospectus, as the case may be; and any reference to any amendment to the Initial Registration Statement shall be deemed to refer to and include any annual report of the Company filed pursuant to Section 13(a) or 15(d) of the Exchange Act after the effective date of the Initial Registration Statement that is incorporated by reference in the Registration Statement);

(b) No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(c) The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(d) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement or the Prospectus will conform, in all material respects

3

to the requirements of the Act and the Trust Indenture Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to the Registration Statement and any amendment thereto and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through Goldman, Sachs & Co. expressly for use therein;

(e) The Remarketing Agreement has been duly authorized by the Company and, pursuant to the terms of the Purchase Contract Agreement; the Company will undertake to execute and deliver the Remarketing Agreement prior to the Remarketing Date (as such term is defined therein); and the Remarketing Agreement will conform in all material respects to the description thereof contained in the Prospectus;

(f) The Trust has been duly formed and is validly existing as a statutory business trust in good standing under the Delaware Business Trust Act with the power and authority (trust and other) to enter into this Agreement, to own property and to conduct its business as described in the Prospectus, and has conducted and will conduct no business other than the transactions contemplated by this Agreement and the Declaration and as described in the Prospectus; the Trust is not a party to or bound by any agreement or instrument other than this Agreement, the Declaration, and the agreements and instruments contemplated by the Declaration and described in the Prospectus; the Trust has no liabilities or obligations other than those arising out of the transactions contemplated by this Agreement and the Declaration and described in the Prospectus; based on expected operations and current law, the Trust is not and will not be classified as an association taxable as a corporation for United States federal income tax purposes; the Trust is not a party to or subject to any action, suit or proceeding of any nature; and the Declaration has been duly qualified under the Trust Indenture Act;

(g) The Preferred Securities underlying the Firm Securities and the Optional Securities have been duly and validly authorized, and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust and will conform to the description thereof contained in the Prospectus; the issuance of the Preferred Securities is not subject to preemptive or other similar rights; the Preferred Securities will have the rights set forth in the Declaration; the holders of the Preferred 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;

(h) The Common Trust Securities have been duly and validly authorized and upon delivery at each Time of Delivery (as defined herein) by the Trust to the Company against payment therefor as described in the Prospectus, will be duly and validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust and will conform to the description thereof contained in the Prospectus; the issuance of the Common Trust Securities is not subject to preemptive or other similar rights; at each Time of Delivery, all of the issued and outstanding Common Trust Securities of the Trust will be directly owned by the Company free and clear of all liens, encumbrances, security interests, equities or claims; the Common Trust Securities will have the rights set forth in the Declaration; and the Common Trust Securities and the Preferred Securities are the only interests authorized to be issued by the Trust;

(i) The unissued Shares to be issued and sold by the Company pursuant to the Purchase Contracts and the Purchase Contract Agreement have been duly authorized and reserved for

4

issuance and, when issued and delivered against payment therefor as provided in the Purchase Contracts and the Purchase Contract Agreement, will be validly issued and fully paid and non-assessable and will conform to the description of the Common Stock in the Prospectus;

(j) The Purchase Contract Agreement and the Pledge Agreement have been duly and validly authorized by the Company and, when executed and delivered by the other parties thereto, will constitute valid and binding instruments, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Purchase Contract Agreement and the Pledge Agreement conform or will conform to the descriptions thereof in the Prospectus; and the Pledge Agreement creates, as collateral security for the performance when due by the holders from time to time of the Securities of their respective obligations under the Purchase Contracts constituting part of such Securities, a legal, valid and perfected security interest (as that term is defined in the Uniform Commercial Code, as adopted and in effect in the State of New York), in favor of the Collateral Agent, in the right, title and interest of such holders in the Pledged Securities (as defined in the Pledge Agreement) constituting a part of such Securities;

(k) The Guarantee Agreement, the Declaration, the Third Supplemental Indenture and the Senior Debentures have each been duly authorized and, when validly executed and delivered by the Company and, (i) in the case of the Guarantee Agreement, by the Guarantee Trustee, (ii) in the case of the Declaration, by the Property Trustee and the Delaware Trustee, (iii) in the case of the Third Supplemental Indenture, by the Debenture Trustee, and (iv) in the case of the Senior Debentures, when validly authenticated and delivered by the Debenture Trustee, at each Time of Delivery, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, moratorium reorganization and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered at a proceeding in equity or at law); the Declaration, the Indenture and the Guarantee Agreement have been duly qualified under the Trust Indenture Act; the Senior Debentures are entitled to the benefits of the Indenture; and the Guarantee Agreement, the Declaration, the Indenture and the Senior Debentures will conform to the descriptions thereof in the Prospectus;

(l) the Base Indenture has been duly authorized, validly executed and delivered by the Company, and constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, moratorium reorganization and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered at a proceeding in equity or at law);

(m) The Guarantee Agreement, the Declaration, the Third Supplemental Indenture and the Senior Debentures have each been duly authorized and, when validly executed and delivered by the Company and, (i) in the case of the Guarantee Agreement, by the Guarantee Trustee, (ii) in the case of the Declaration, by the Property Trustee and the Delaware Trustee, (iii) in the case of the Third Supplemental Indenture, by the Debenture Trustee, and (iv) in the case of the Senior Debentures, when validly authenticated and delivered by the Debenture Trustee, at each Time of Delivery, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject, as to enforcement, to bankruptcy, insolvency, moratorium reorganization and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether considered at a proceeding in equity or at law); the Declaration, the Indenture and the Guarantee Agreement have been duly qualified under the Trust Indenture Act; the Senior Debentures are entitled to the benefits of the

5

Indenture; and the Guarantee Agreement, the Declaration, the Indenture and the Senior Debentures will conform to the descriptions thereof in the Prospectus;

(n) The Trust is not and, after giving effect to the offering and sale of the Securities, will not be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act").

2. Subject to the terms and conditions herein set forth, (a) the Company and each of the Underwriters, severally and not jointly, agree to enter into the Purchase Contracts underlying the number of Firm Securities set forth opposite the name of such Underwriter in *Schedule I* hereto, (b) the Company and the Trust agree that the Trust will sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Trust, at a purchase price of \$48.50 per Preferred Security, the number of Preferred Securities underlying the number of Firm Securities set forth opposite the name of such Underwriter in *Schedule I* hereto, and (c) in the event and to the extent that the Underwriters shall exercise the election to enter into additional Purchase Contracts underlying Optional Securities as provided below, (i) the Company and each of the Underwriters, severally and not jointly, agree to enter into that number of additional Purchase Contracts as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional Purchase Contracts) determined by multiplying such number of additional Purchase Contracts by a fraction, the numerator of which is the maximum number of Optional Securities set forth opposite the name of such Underwriter in *Schedule I* hereto and the denominator of which is the maximum number of Optional Securities set forth in total opposite the names of all such Underwriters in *Schedule I* hereto and (ii) the Company and the Trust agree that the Trust will sell to each of the Underwriters and each of the Underwriters agrees, severally and not jointly, to purchase from the Trust at the purchase price set forth in clause (a) of this Section 2, a number of Preferred Securities equal to such number of additional Purchase Contracts.

The Company hereby grants to the Underwriters the right to enter into at their election up to 450,000 Purchase Contracts underlying Optional Securities and the Company and the Trust hereby grant the Underwriters the right to purchase from the Trust at their election up to 450,000 Preferred Securities, at the purchase price set forth in the paragraph above, for the sole purpose of covering overallocments in the sale of the Firm Securities. Any such election to enter into such additional Purchase Contracts and purchase such Preferred Securities may be exercised by written notice from you to the Company, given within a period of 30

calendar days after the date of this Agreement and setting forth the aggregate number of such additional Purchase Contracts to be entered into and Preferred Securities to be purchased (which shall be an identical number) and the date on which the related Optional Securities are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

The Underwriters agree to pledge to the Collateral Agent, on behalf of the initial purchasers of the Units, the Preferred Securities underlying the Firm Securities and the Optional Securities with respect to which the Company and the Underwriters have entered into Purchase Contracts. Such pledge shall be effected by the delivery to the Collateral Agent in New York by the Underwriters of the Preferred Securities to be pledged at the appropriate Time of Delivery (as defined below) in accordance with the Pledge Agreement.

Unless the context otherwise requires, for purposes of this Agreement, the act of entering into a Purchase Contract underlying a Security and purchasing a Preferred Security underlying a Security shall be referred to as a "purchase" of such Security.

3. Upon the authorization by you of the release of the Firm Securities, the several Underwriters propose to offer the Firm Securities for sale upon the terms and conditions set forth in the Prospectus.

6

4. (a) The Securities to be purchased by each Underwriter hereunder will be represented by one or more definitive global Units in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company ("DTC") or its designated custodian. The Company will deliver the Securities to Goldman, Sachs & Co., for the account of each Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to Goldman, Sachs & Co. at least forty-eight hours in advance, by causing DTC to credit the Units to the account of Goldman, Sachs & Co. at DTC. The Company will cause the certificates representing the Units to be made available to Goldman, Sachs & Co. for checking at least twenty-four hours prior to the Time of Delivery (as defined below) at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Securities, 9:30 a.m., New York City time, on December 5, 2001 or such other time and date as Goldman, Sachs & Co. and the Company may agree upon in writing, and, with respect to the Optional Securities, 9:30 a.m., New York City time, on the date specified by Goldman, Sachs & Co. in the written notice given by Goldman, Sachs & Co. of the Underwriters' election to purchase such Optional Securities, or such other time and date as Goldman, Sachs & Co. and the Company may agree upon in writing. Such time and date for delivery of the Firm Securities is herein called the "First Time of Delivery", such time and date for delivery of the Optional Securities, if not the First Time of Delivery, is herein called the "Second Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 7 hereof, including the cross-receipt for the Securities and any additional documents requested by the Underwriters pursuant to Section 7(i) hereof, will be delivered at the offices of Sullivan & Cromwell, 125 Broad Street, New York, New York 10004 (the "Closing Location"), and the Securities will be delivered at the Designated Office, all at the Time of Delivery. A meeting will be held at the Closing Location at 2:00 p.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company and the Trust jointly and severally agree with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or Prospectus prior to such Time of Delivery which shall be disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to furnish you with copies thereof; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or prospectus, of the suspension of the qualification of the Securities or the shares of Stock issuable upon conversion of the Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such

7

purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Securities and the shares of Common Stock issuable upon settlement of the Purchase Contracts for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Securities, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Securities and the shares of Stock issuable upon conversion of the Securities and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Act, the Exchange Act or the Trust Indenture Act, to notify you and upon your request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written

and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus in connection with sales of any of the Securities and the shares of Common Stock issuable upon settlement of the Purchase Contracts at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) During the period beginning from the date hereof and continuing to and including the date 90 days after the date of the Prospectus, not to offer, sell, contract to sell or otherwise dispose of, except as provided hereunder any securities of the Company that are substantially similar to the Units, Preferred Securities or Common Stock, including but not limited to any securities that are convertible into or exchangeable for, or that represent the right to receive, Units, Preferred Securities or Common Stock or any such substantially similar securities (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without your prior written consent;

8

(f) To furnish to the holders of the Securities and its shareholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, shareholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail;

(g) During a period of five years from the date of this Agreement, to furnish to you copies of all reports or other communications (financial or other) furnished to shareholders, and to deliver to you (i) as soon as they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which the Securities or any class of securities of the Company is listed (excluding such reports and financial statements as are filed by the Company on the Commission's Electronic Data Gathering, Analysis and Retrieval System); and (ii) such additional information concerning the business and financial condition of the Company as you may from time to time reasonably request (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its shareholders generally or to the Commission);

(h) To use the net proceeds received by it from the sale of the Securities pursuant to this Agreement in the manner specified in the Prospectus under the caption "Use of Proceeds";

(i) If the Company and the Trust elect to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 P.M., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 111(b) under the Act;

(j) To use its best efforts to list, subject to notice of issuance, the Securities and the shares of Common Stock issuable upon settlement of the Purchase Contracts on the New York Stock Exchange (the "Exchange"); and

(k) Not to invest, reinvest or otherwise use the proceeds received by the Company in such a manner, or take any action, or omit to take any action, that would cause the Company to become an "investment company" as that term is defined in the Investment Company Act.

6. The Company and the Trust, jointly and severally, covenant and agree with the several Underwriters that the Company or the Trust will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Securities under the Act, and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing and copying any Agreement among Underwriters, this Agreement, the Indenture, the Guarantee Agreement, the Blue Sky and Legal Investment Memoranda, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities; (iii) all expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 5(b) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification; (iv) all fees and expenses in connection with listing the Securities on the Exchange; (v) any fees charged by securities rating services for rating the Securities, the Preferred Securities and the Senior Debentures; (vi) the filing fees incident to, and the fees and disbursements of counsel for the Underwriters in connection with, any required review by the National Association of Securities Dealers, Inc. of the terms of the sale of the Securities; (vii) the cost of preparing the Securities, the Preferred Securities, the Senior Debentures, the Common Trust

9

Securities and any Shares; (viii) the fees and expenses of the Trust and the trustees thereunder incident to the performance by the Trust of its obligations hereunder; (ix) the fees and expenses of the Purchase Contract Agent, Collateral Agent and Debenture Trustee and any agent of the Purchase Contract Agent, Collateral Agent and Debenture Trustee and the fees and disbursements of any counsel for the Purchase Contract Agent, Collateral Agent or Trustee in connection with the Purchase Contract Agreement, the Pledge Agreement the Indenture and the Senior Debentures, as the case may be; and (ix) all other costs and expenses incident to the performance of the Company's or the Trust's obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 8 and 11 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

7. The obligations of the Underwriters hereunder shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company and the Trust herein are, at and as of such Time of Delivery, true and correct, the condition that the Company and the Trust shall have

performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; if the Company has elected to rely upon Rule 462(b), the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Sullivan & Cromwell, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, with respect to the incorporation of the Company, this Agreement, the validity of the Securities being delivered at such Time of Delivery, the Registration Statement, the Prospectus and such other related matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Bell, Boyd & Lloyd, counsel for the Company, shall have furnished to you their written opinion, dated such Time of Delivery, in form and substance satisfactory to you, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power and authority under such laws to own its properties and conduct its business as described in the Prospectus;

10

(ii) The unissued Shares to be issued and sold by the Company pursuant to the Purchase Contracts and the Purchase Contract Agreement have been duly authorized and reserved for issuance and, when issued and delivered against payment therefor as provided in the Purchase Contracts and the Purchase Contract Agreement, will be duly and validly issued, fully paid and non-assessable and the outstanding shares of Common Stock conform in all material respects to the description thereof contained in the Prospectus; and the stockholders of the Company have no preemptive rights with respect to the Securities or the shares of Common Stock issuable upon settlement of the Purchase Contracts; it being understood that such counsel need express no opinion or belief as to the validity of the common stock purchase rights distributed by the Company to its shareholders on September 25, 1998;

(iii) This Agreement has been duly authorized, executed and delivered by the Company;

(iv) The Purchase Contract Agreement, the Purchase Contracts underlying the Securities being delivered at such Time of Delivery and the Pledge Agreement have each been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitute a valid and legally binding agreement of the Company (and together they create, to the extent provided therein, a valid interest of the holders of the Securities in the Preferred Securities) enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether such principles are considered in a proceeding in equity or in law), the Pledge Agreement creates, as collateral security for the performance when due by the holders from time to time of the Securities of their respective obligations under the Purchase Contracts constituting part of such Securities, a legal, valid and perfected security interest (as that term is defined in the Uniform Commercial Code, as adopted and in effect in the State of New York), in favor of the Collateral Agent, in the right, title and interest of such holders in the Pledged Securities (as defined in the Pledge Agreement) constituting a part of such Securities;

(v) The Remarketing Agreement has been duly authorized by the Company; and the holders of the Preferred Securities and the Debentures will be entitled to the benefits of the Remarketing Agreement and the Purchase Contract Agreement, in each case in respect of the remarketing of such instruments;

(vi) Each of the Guarantee Agreement, the Declaration, the Base Indenture and the Third Supplemental Indenture, has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and legally binding instrument, enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether such principles are considered in a proceeding in equity or in law); the Declaration, the Indenture and the Guarantee Agreement have been duly qualified under the Trust Indenture Act;

(vii) The Senior Debentures underlying the Trust Securities being delivered at such Time of Delivery have been duly authorized, and when executed and authenticated in accordance with the provisions of the Base Indenture and the Supplemental Indenture and delivered to and paid for by the Trust will be entitled to the benefits of the Indenture;

(viii) The Registration Statement has become effective under the Act, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration

11

Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated by the Commission;

(ix) When each part of the Registration Statement became effective, such part and the Prospectus included therein complied as to form in all material respects with the requirements of the Act and the Rules and Regulations, and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and on the date hereof and at the Time of Delivery, the Registration Statement and the Prospectus as then amended or supplemented complied or complies, as the case may be, as to form in all material respects with the requirements of the Act and the Rules and Regulations and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained or contain, as the case may be, any untrue

statement of a material fact or omitted or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; it being understood that such counsel need express no opinion or belief as to the financial statements or financial data contained in the Registration Statement or the Prospectus or any such amendment or supplement; and

(x) The discussion set forth in the Prospectus under the heading "U.S. Federal Income Tax Consequences", insofar as it relates to matters of United States federal income tax law, is accurate in all material respects; provided that such counsel need express no opinion as to statements in such discussion concerning the Company's expectations or determinations.

(d) John W. Holleran, Esq., Senior Vice President Human Resources and General Counsel of the Company, shall have furnished to you his written opinion dated such Time of Delivery, in form and substance satisfactory to you, to the effect that:

(i) Each document incorporated by reference in the Registration Statement or Prospectus or any amendment or supplement thereto, at the time such document was filed or became effective under the Act, as the case may be, complied as to form in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder;

(ii) The Units, the Purchase Contract Agreement (including the form of Remarketing Agreement attached as an exhibit thereto), the Purchase Contracts, the Declaration, the Preferred Securities, the Indenture, the Senior Debentures, the Guarantee Agreement, the Guarantee, the Pledge Agreement and the Remarketing Agreement conform in all material respects to the descriptions thereof contained in the Prospectus;

(iii) The descriptions in the Registration Statement and Prospectus of statutes, legal and governmental proceedings and contracts and other documents are accurate and fairly present the information required to be shown and such counsel does not know of any legal or governmental proceedings required to be described in the Prospectus which are not described as required in all material respects, nor of any contract or documents of a character required to be described in the Registration Statement or Prospectus which are not described as required in all material respects; and

(iv) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

12

(e) Richards, Layton & Finger, P.A., special Delaware counsel for the Trust, shall have furnished to you their written opinion, dated such Time of Delivery, in form and substance satisfactory to you, to the effect that:

(i) The Trust has been duly created and is validly existing as a statutory business trust in good standing under the Delaware Business Trust Act, and all filings required under the laws of the State of Delaware with respect to the creation and valid existence of the Trust as a business trust have been made;

(ii) Under the Delaware Business Trust Act and the Declaration, the Trust has the power and authority to enter into this Agreement, to own property and conduct its business as described in the Prospectus;

(iii) The holders of the Preferred Securities (other than those holders who reside or are domiciled in the State of Delaware) will have no liability for income taxes imposed by the State of Delaware solely as a result of their participation in the Trust, and the Trust will not be liable for any income tax imposed by the State of Delaware.

(iv) This Agreement has been duly authorized, executed and delivered by the Trust;

(v) The Preferred Securities underlying the Firm Securities and the Optional Securities have been duly and validly authorized, and are duly and validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust; the issuance of the Preferred Securities is not subject to preemptive or other similar rights; the Preferred Securities are entitled to the benefits of the Declaration; and the holders of the Preferred Securities are 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 such counsel may note that such holders have payment obligations as set forth in the Declaration;

(vi) The Common Trust Securities have been duly and validly authorized by the Trust and are duly and validly issued undivided beneficial interests in the assets of the Trust; the issuance of the Common Trust Securities is not subject to preemptive or other similar rights; and the Common Trust Securities and the Preferred Securities are the only interests authorized to be issued by the Trust;

(vii) The issuance and sale by the Trust of the Preferred Securities underlying the Firm Securities and the Optional Securities, and the Common Securities, the execution and delivery of this Agreement and performance by the Trust of this Agreement, the consummation by the Trust of the transactions contemplated hereby and compliance by the Trust with its obligations hereunder will not violate (i) any of the provisions of the Trust's Certificate of Trust or (ii) any applicable Delaware law or administrative regulation;

(viii) The Declaration constitutes a valid and legally binding obligation of the Company, the Property Trustee, Delaware Trustee and the Administrative Trustees named therein, enforceable against the Company, the Property Trustee, Delaware Trustee and the Administrative Trustees in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles, including applicable law with respect to fiduciary duties.

(f) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of

13

Delivery, Arthur Andersen LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(g) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus, and (ii) since the respective dates as of which information is given in the Prospectus there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Underwriters so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities being issued at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(h) On or after the date hereof (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities or preferred stock;

(i) On or after the date hereof, there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Underwriters makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(j) The Company and the Trust shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement;

(k) The Securities shall have been duly listed, subject to notice of issuance, on the Exchange; and

(l) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company and the Trust satisfactory to you as to the accuracy of the representations and warranties of the Company and the Trust herein at and as of such Time of Delivery, as to the performance by the Company and the Trust, as the case may be, of all of its obligations hereunder to be performed at or prior to such Time of Delivery, as to the matters set forth in subsections (a) and (g) of this Section and as to such other matters as you may reasonably request.

14

8. (a) Each of the Company and the Trust, jointly and severally, will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that neither the Company nor the Trust shall be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by any Underwriter through Goldman, Sachs & Co. expressly for use therein.

(b) Each Underwriter will indemnify and hold harmless the Company and the Trust against any losses, claims, damages or liabilities to which the Company and the Trust may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, the Registration Statement or the Prospectus, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, the Registration Statement or the Prospectus or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such Underwriter through Goldman, Sachs & Co. expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or

15

claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action 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) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Trust on the one hand and the Underwriters on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Trust on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Trust on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Trust bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault 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 the Underwriters 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 Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by *pro rata* allocation (even if the Underwriters 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 subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) The obligations of the Company and the Trust under this Section 8 shall be in addition to any liability which the Company or the Trust may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act; and the obligations of the Underwriters under this Section 8 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same

16

terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company or the Trust within the meaning of the Act.

9. (a) If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder, you may in your discretion arrange for you or another party or other parties reasonably acceptable to the Company to purchase such Securities on the terms contained herein at a Time of Delivery. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Securities on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Securities, or the Company notifies you that it has so arranged for the purchase of such Securities, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section with like effect as if such person had originally been a party to this Agreement with respect to such Securities.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate principal amount of such Securities which remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the principal amount of Securities which such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate principal amount of Securities which remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Securities of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to the Second Time of Delivery, the obligation of the Underwriters to purchase and of the Company to sell the Optional Securities) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 6 hereof and the indemnity and contribution agreements in Section 8 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

10. The respective indemnities, agreements, representations, warranties and other statements of the Company, the Trust and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company or the Trust, and shall survive delivery of and payment for the Securities.

17

Anything herein to the contrary notwithstanding, the indemnity agreement of the Company in subsection (a) of Section 8 hereof, the representations and warranties in subsections (b) and (c) of Section 2 hereof and any representation or warranty as to the accuracy of the Registration Statement or the Prospectus contained in any certificate furnished by the Company or the Trust pursuant to Section 7 hereof, insofar as they may constitute a basis for indemnification for

liabilities (other than payment by the Company of expenses incurred or paid in the successful defense of any action, suit or proceeding) arising under the Act, shall not extend to the extent of any interest therein of a controlling person or partner of an Underwriter who is a director, officer or controlling person of the Company when the Registration Statement has become effective, except in each case to the extent that an interest of such character shall have been determined by a court of appropriate jurisdiction as not against public policy as expressed in the Act.

11. If this Agreement shall be terminated pursuant to clauses (i), (iii), (iv) or (v) of Section 7(i) or Section 9 hereof, neither the Company nor the Trust shall then be under any liability to any Underwriter except as provided in Sections 6 and 8 hereof; but, if for any other reason, any Securities are not delivered by or on behalf of the Company and the Trust as provided herein, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Securities, but the Company and the Trust shall then be under no further liability to any Underwriter except as provided in Sections 6 and 8 hereof.

12. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you. Any action taken by you under this Agreement will be binding upon all the Underwriters.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to you at 32 Old Slip, 21st Floor, New York, New York 10005, Attention: Registration Department; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Secretary; provided, however, that any notice to an Underwriter pursuant to Section 8(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

13. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company, the Trust and, to the extent provided in Sections 8 and 10 hereof, the officers and directors of the Company and each person who controls the Company, the Trust or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

14. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument.

18

17. The Company is authorized, subject to applicable law, to disclose any and all aspects of this potential transaction that are necessary to support any U.S. federal income tax benefits expected to be claimed with respect to such transaction, without the Underwriters imposing any limitation of any kind.

If the foregoing is in accordance with your understanding, please sign and return to us four counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters, the Company and the Trust. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Boise Cascade Corporation

By: _____

Name:

Title:

Boise Cascade Trust I

By: _____

Name:

Title:

Accepted as of the date hereof:

GOLDMAN, SACHS & CO.,
ABN AMRO ROTHSCHILD LLC,
BANC OF AMERICA SECURITIES LLC,
FIRST UNION SECURITIES, INC.,
J.P. MORGAN SECURITIES INC.,

By: _____

(Goldman, Sachs & Co.)

SCHEDULE I

Underwriter	Number of Firm Securities to be Delivered	Number of Optional Securities to be Delivered if Maximum Option Exercised
Goldman, Sachs & Co.	2,100,000	315,000
ABN AMRO Rothschild LLC	225,000	33,750
Banc of America Securities LLC	225,000	33,750
First Union Securities, Inc.	225,000	33,750
J.P. Morgan Securities Inc.	225,000	33,750
Total	3,000,000	450,000

QuickLinks

[SCHEDULE I](#)

[QuickLinks](#) -- Click here to rapidly navigate through this document

BOISE CASCADE CORPORATION,
U.S. BANK TRUST NATIONAL ASSOCIATION
and
BNY WESTERN TRUST COMPANY

Third Supplemental Indenture
Dated as of December 5, 2001

Supplement to Indenture of Boise Cascade Corporation
dated as of October 1, 1985

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I		
DEFINITIONS		
Section 1.1	Definition of Terms	2
ARTICLE II		
AMENDMENTS		
Section 2.1	Amendments	3
ARTICLE III		
APPOINTMENT OF AND ACCEPTANCE BY SERIES TRUSTEE		
Section 3.1	Appointment of Series Trustee	5
Section 3.2	Eligibility and Acceptance	5
ARTICLE IV		
GENERAL TERMS AND CONDITIONS OF THE SERIES SECURITIES		
Section 4.1	Designation, Principal Amount and Authorized Denomination	6
Section 4.2	Maturity	6
Section 4.3	Form and Payment	6
Section 4.4	Global Series Security	6
Section 4.5	Interest	7
Section 4.6	Redemption of the Series Securities	8
Section 4.7	Additional Covenants	9
Section 4.8	Notice of Defaults	10
Section 4.9	Notice of Reset Rate	10
Section 4.10	CUSIP Numbers	10
Section 4.11	Security Registrar and Paying Agent	10
ARTICLE V		
EXPENSES		
Section 5.1	Expenses	10
ARTICLE VI		
FORM OF SERIES SECURITY		
Section 6.1	Form of Series Securities	11
ARTICLE VII		
ORIGINAL ISSUE OF SERIES SECURITIES		
Section 7.1	Original Issue of Series Securities	18
ARTICLE VIII		
MISCELLANEOUS		
Section 8.1	Effectiveness	18

Section 8.2	Successors and Assigns	18
Section 8.3	Further Assurances	18
Section 8.4	Effect of Recitals	18
Section 8.5	Ratification of Indenture	18
Section 8.6	Governing Law	18
Section 8.7	Counterparts	18

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of December 5, 2001 (this "*Third Supplemental Indenture*"), to an Indenture, dated as of October 1, 1985, among BOISE CASCADE CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, (the "*Company*"), U.S. BANK AND TRUST COMPANY NATIONAL ASSOCIATION (as successor in interest to Morgan Guaranty Trust Company of New York) (the "*Original Trustee*") and BNY WESTERN TRUST COMPANY, a California banking corporation (the "*Series Trustee*").

WHEREAS, the Company and the Original Trustee entered into an Indenture (the "*Original Indenture*"), dated as of October 1, 1985, as amended by the First Supplemental Indenture (the "*First Supplement*"), dated as of December 20, 1989, between the Company and the Original Trustee and by the Second Supplemental Indenture (the "*Second Supplement*"), dated as of August 1, 1990 between the Company and the Original Trustee (the Original Indenture, as amended and supplemented by the First Supplement and the Second Supplement, the "*Indenture*"); and

WHEREAS, Section 901 of the Indenture provides that the Indenture may be amended without the consent of any Holder (i) to add to, change or eliminate any of the provisions of the Indenture in respect of one or more series of Securities, *provided* that any such change or elimination shall become effective only when there is no Security Outstanding of any series created prior to the execution of the supplemental indenture which is entitled to the benefit of such provision (ii) to make any other provisions with respect to matters or questions arising under the Indenture, *provided* that such action shall not adversely affect the interests of the Holders of Securities of any series in any material respect and (iii) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; and

WHEREAS, the Company has requested that the Original Trustee enter into this Third Supplemental Indenture for the purpose of appointing the Series Trustee with all the rights, powers, trusts and duties of the Original Trustee with respect to, and only with respect to, the Series Securities (as defined in Section 4.1), and for the purpose of amending the Indenture pursuant to Section 901 thereof to permit such appointment;

WHEREAS, the Company has determined that the amendments set forth in Article Two hereof are authorized or permitted by Section 901 of the Indenture and has delivered to the Original Trustee and the Series Trustee an Opinion of Counsel to that effect and an Opinion of Counsel and an Officers' Certificate pursuant to Section 102 of the Indenture to the effect that all conditions precedent provided for in the Indenture to the Original Trustee's and the Series Trustee's execution and delivery of this Third Supplemental Indenture have been complied with;

WHEREAS, Boise Cascade Trust I, a Delaware statutory business trust (the "*Trust*"), has offered to the public its 7.50% Preferred Securities (the "*Preferred Securities*"), representing undivided beneficial interests in the assets of the Trust, and proposes to invest the proceeds from such offering, together with the proceeds of the issuance and sale by the Trust to the Company of its Common Securities (the "*Common Securities*" and together with the Preferred Securities, the "*Trust Securities*"), in the Series Securities;

WHEREAS, the Preferred Securities and the Series Securities will be subject to remarketing and interest rate reset in accordance with the procedures set forth in the Remarketing Agreement to be entered into among the Company, the Trust (in the event the Preferred Securities are outstanding on the Remarketing Date), the Purchase Contract Agent and the Remarketing Agent (the "*Remarketing Agreement*"), the form of which is attached as Exhibit E to the Purchase Contract Agreement; and

WHEREAS, the Company has requested that the Original Trustee and the Series Trustee execute and deliver this Third Supplemental Indenture and satisfy all requirements necessary to make this Third Supplemental Indenture a valid instrument in accordance with its terms, and to make the Series Securities, when executed by the Company and authenticated and delivered by the Series Trustee, the valid obligations of the Company and all acts and things necessary have been done and performed to

make this Third Supplemental Indenture enforceable in accordance with its terms, and the execution and delivery of this Third Supplemental Indenture has been duly authorized in all respects:

NOW, THEREFORE, the Company, the Original Trustee and the Series Trustee agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 *Definition of Terms.* Unless the context otherwise requires:

- (a) a term defined in the Indenture has the same meaning when used in this Third Supplemental Indenture unless otherwise specified herein;
- (b) a term defined anywhere in this Third Supplemental Indenture has the same meaning throughout;
- (c) the singular includes the plural and vice versa;
- (d) headings are for convenience of reference only and do not affect interpretation;
- (e) the following terms have the meanings given to them in the Declaration: Administrative Trustee; Preferred Security Certificate; Delaware Trustee; Property Trustee; Remarketing Agent; Reset Agent; Reset Rate; and Underwriting Agreement.
- (f) the following terms have the meanings given to them in this Section 1.1(f):

"*Additional Sums*" has the meaning provided in Section 4.5.

"*Additional Taxes*" has the meaning provided in Section 4.5.

"*Business Day*" means any day that is not a Saturday, Sunday or day on which banking institutions and trust companies in The City of New York are authorized or required by law, regulation or executive order to close.

"*Collateral Agent*" has the meaning set forth in the Purchase Contract Agreement.

"*Common Securities*" has the meaning provided in the recitals hereto.

"*Corporate Trust Office*" means, with respect to the Series Trustee only, the office of the Series Trustee, located at 601 Union Street, Suite 1720, Seattle, Washington 98101, Attention: Corporate Trust.

"*Creditor*" has the meaning provided in Section 5.1.

"*Declaration*" means the Amended and Restated Declaration of Trust of Boise Cascade Trust I, a Delaware statutory business trust, dated as of December 5, 2001.

"*Early Termination Event*" means the dissolution of the Trust and the distribution of the Series Securities held by the Property Trustee to the holders of the Trust Securities issued by the Trust pro rata in accordance with the Declaration.

"*Failed Remarketing*" has the meaning set forth in the Purchase Contract Agreement.

"*First Supplement*" has the meaning in the recitals hereto.

"*Global Series Securities*" shall have the meaning set forth in Section 4.4.

"*Interest Rate*" shall have the meaning set forth in Section 4.5.

"*Non Book-Entry Preferred Securities*" shall have the meaning set forth in Section 4.4.

"*Normal Units*" has the meaning set forth in the Purchase Contract Agreement.

2

"*Over-Allotment Option*" shall mean the option granted to the underwriters pursuant to the Underwriting Agreement to purchase up to an additional 390,000 Units.

"*Preferred Securities*" has the meaning provided in the recitals hereto.

"*Purchase Contract*" shall have the meaning set forth in the Purchase Contract Agreement.

"*Purchase Contract Agreement*" shall mean that certain agreement, dated as of December 5, 2001, between the Company and BNY Western Trust Company, as Purchase Contract Agent.

"*Quotation Agent*" has the meaning provided in Section 4.6.

"*Redemption Treasury Portfolio*" has the meaning provided in Section 4.6.

"*Remarketing Agreement*" has the meaning set forth in the recitals hereto.

"*Remarketing Date*" has the meaning set forth in Purchase Contract Agreement.

"*Second Supplement*" has the meaning in the recitals hereto.

"*Series Securities*" has the meaning provided in Section 4.1.

"*Subsequent Remarketing Date*" has the meaning set forth in the Purchase Contract Agreement.

"*Tax Event*" means the receipt by the Company of an opinion of Bell, Boyd & Lloyd LLC or other independent counsel having a nationally-recognized tax practice to the effect that, as a result of (i) any amendment to, change in, or announced proposed change in, the laws (or any regulations thereunder) of the United States or any political subdivision or taxing authority thereof or therein affecting taxation, (ii) any amendment to or change in an interpretation or application of such laws or regulations by any legislative body, court, governmental agency or regulatory authority or (iii) any interpretation or pronouncement that provides for a position with respect to such laws or regulations that differs from the generally accepted position on the date the Series Securities are issued, which amendment, change or proposed change is effective or which interpretation or pronouncement is announced on or after the date of the first issuance of Series Securities under the Indenture, there is more than an insubstantial risk that (x) the Trust is, or will be within 90 days after the date thereof, subject to United States federal income tax with respect to income received or accrued on the Series Securities, (y) interest or original issue discount paid or accrued by the Company on the Series Securities would not be deductible, in whole or in part, by the Company for United States federal income tax purposes, or (z) the Trust is, or will be within 90 days after the date thereof, subject to more than de minimis amount of other taxes, duties, assessments or other governmental charges.

"*Tax Event Redemption*" has the meaning provided in Section 4.6(a) hereof.

"*Trust*" has the meaning provided in the recitals hereto.

"Trust Securities" has the meaning provided in the recitals hereto.

ARTICLE II AMENDMENTS

Section 2.1 *Amendments*. The Indenture is amended as follows:

(a) Section 101 of the Indenture is amended by (i) adding the following definition, which shall be inserted after the definition of "Security Register":

"Series Trustee" shall have the meaning set forth in Section 301(17).

and (ii) by amending the definition of "Trustee" by adding the words "or a Series Trustee" after the words "a successor Trustee" in the second line thereof.

3

Section 101 of the Indenture is further amended by adding the following definition, which shall be inserted after the definition of "Original Issue Discount Security":

"Original Trustee" means Morgan Guaranty Trust Company of New York or any successor pursuant to Section 611 or 612.

Section 301 of the Indenture is amended by deleting "and" after subparagraph (16) and by adding the following subparagraph after subparagraph (16):

(17) any Trustee for the Securities of the series (a "Series Trustee"), if other than the Original Trustee or any successor thereto, provided that such Series Trustee shall have entered into an indenture supplemental hereto as provided for in Section 615; and

and by renumbering subparagraph (17) as subparagraph (18).

Section 901(6) of the Indenture is amended and restated to read as follows:

(6) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; or to evidence and provide for the acceptance of appointment hereunder by a Series Trustee or a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 611 or 615, as applicable, or

A new Section 615 shall be added to the Indenture after Section 614 thereof, which shall read as follows:

Section 615. Appointment of Series Trustee.

In the case of the appointment of a Series Trustee with respect to a series of Securities pursuant to Section 301(17), the Company, the Original Trustee and the Series Trustee shall execute and deliver an indenture supplemental hereto wherein the Series Trustee shall accept such appointment and which (i) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, such Series Trustee all the rights, powers, trusts and duties of the Trustee with respect to the Securities of the series to which the appointment of such Series Trustee relates, (ii) shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the Trustee with respect to the Securities of the series as to which it is continuing to act shall continue to be vested in the Trustee, and (iii) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust separate and apart from any trust or trusts hereunder administered by any such other Trustee; and upon the execution and delivery of such supplemental indenture, the appointment of such Series Trustee shall become effective to the extent provided therein and such Series Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the Trustee with respect to the Securities of the series to which the appointment of such Series Trustee relates.

Upon request of any such Series Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such Series Trustee all such rights, powers and trusts referred to in the preceding paragraph.

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

4

ARTICLE III APPOINTMENT OF AND ACCEPTANCE BY SERIES TRUSTEE

Section 3.1 *Appointment of Series Trustee*. Pursuant to Section 301(17) of the Indenture, as amended hereby, the Company hereby appoints the Series Trustee as Trustee under the Indenture with respect to, and only with respect to, the Series Securities. Pursuant to Section 615 of the Indenture, as amended hereby, the Company vests all the rights, powers, trusts and duties of the Original Trustee under the Indenture to the Series Trustee with respect to the Series Securities, and there shall continue to be vested in the Original Trustee all of its rights, powers, trusts and duties as Trustee under the Indenture with respect to all of the series of Securities to which it has served and continues to serve as Trustee under the Indenture.

Section 3.2 *Eligibility and Acceptance*. The Series Trustee hereby represents that it is qualified and eligible under the provisions of Section 609 of the Indenture and the provisions of the Trust Indenture Act of 1939, as amended, to accept its appointment as Trustee with respect to the Series Securities under the Indenture and hereby accepts the appointment as such Trustee. The parties hereto agree that the Series Trustee's execution and delivery of this Third Supplemental Indenture to the other parties hereto constitutes an instrument accepting such appointment within the meaning of Section 615 of the Indenture, as amended hereby.

ARTICLE IV

GENERAL TERMS AND CONDITIONS OF THE SERIES SECURITIES

Section 4.1 *Designation, Principal Amount and Authorized Denomination.* There is hereby authorized a series of Securities designated the 7.50% Senior Debentures due 2006 (the "*Series Securities*"), limited in aggregate principal amount to \$154,700,000 (or up to \$177,836,000, if the Over-Allotment Option is exercised in full), which amount to be issued shall be as set forth in any written order of the Company for the authentication and delivery of Series Securities pursuant to the Indenture. The denominations in which Series Securities shall be issuable is \$50 and integral multiples thereof.

Section 4.2 *Maturity.* The Stated Maturity Date will be December 16, 2006.

Section 4.3 *Form and Payment.* Except as provided in Section 4.4, the Series Securities shall be issued in fully registered certificated form without interest coupons bearing identical terms. Principal and interest on the Series Securities issued in certificated form will be payable, the transfer of such Series Securities will be registrable and such Series Securities will be exchangeable for Series Securities bearing identical terms and provisions at the office or agency of the Trustee; provided, however, that payment of interest may be made at the option of the Company by check mailed to the Holder at such address as shall appear in the Register or by wire transfer in immediately available funds to the bank account number of the Holder specified in writing by the Holder and entered in the Register by the Registrar. Notwithstanding the foregoing, so long as the Holder of any Series Security is the Property Trustee, the payment of the principal of and interest (including expenses and taxes of the Trust set forth in Section 5.1 hereof, if any) on such Series Securities held by the Property Trustee will be made at such place and to such account as may be designated in writing by the Property Trustee.

Section 4.4 *Global Series Security.* (a) The Depository Trust Company shall serve as the initial Depository for the Series Securities.

(b) The Series Securities shall be issued initially in fully registered form in the name of the Property Trustee, in its capacity as such. In connection with an Early Termination Event,

(i) the Series Securities in certificated form may be presented to the Trustee by the Property Trustee in exchange for a global Series Securities in an aggregate principal amount equal to the aggregate principal amount of all outstanding Series Securities (a "*Global Series Security*"), to be registered in the name of the Depository, or its nominee, and delivered by the Property Trustee to the Depository for crediting to the accounts of its participants pursuant to the instructions of the Administrative Trustees. The Company upon any such presentation shall execute a Global Series Security in such aggregate principal amount and deliver the same to the Trustee for authentication and delivery in accordance with the Indenture. The Trustee, upon receipt of such Global Series Security, together with an Officers' Certificate requesting authentication, will authenticate such Global Series Security. Payments on the Series Securities issued as a Global Series Security will be made to the Depository; and

(ii) if any Preferred Securities are held in non book-entry certificated form, the Series Securities in certificated form may be presented to the Trustee by the Property Trustee and any Preferred Security Certificate which represents Preferred Securities other than Preferred Securities held by the Depository or its nominee ("*Non Book-Entry Preferred Securities*") will be deemed to represent beneficial interests in the Series Securities presented to the Trustee by the Property Trustee having an aggregate principal amount equal to the aggregate liquidation amount of the Non Book-Entry Preferred Securities until such Preferred Security Certificates are presented to the Property Trustee for transfer or reissuance at which time such Preferred Security Certificates will be cancelled and a Series Security, registered in the name of the Holder of the Preferred Security Certificate or the transferee of the Holder of such Preferred Security Certificate, as the case may

be, with an aggregate principal amount equal to the aggregate liquidation amount of the Preferred Security Certificate cancelled, will be executed by the Company and delivered to the Trustee for authentication and delivery in accordance with the Indenture to such Holder. The Trustee, upon receipt of such Series Security together with an Officers' Certificate requesting authentication, shall authenticate such Series Security. On issue of such Series Securities, Series Securities with an equivalent aggregate principal amount that were presented by the Property Trustee to the Trustee will be deemed to have been cancelled.

(c) Unless and until it is exchanged for the Series Securities in registered form, a Global Series Security may be transferred, in whole but not in part, only to another nominee of the Depository, or to a successor Depository selected or approved by the Company or to a nominee of such successor Depository.

(d) If (a) at any time the Depository for Global Series Securities notifies the Company that it is unwilling or unable to continue as Depository for such Global Series Securities or if at any time the Depository for such Global Series Securities shall no longer be a clearing agency registered or in good standing under the Exchange Act or other applicable statute or regulation, and a successor Depository for such Global Series Securities 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, or (b) the Company determines in its sole discretion that the Series Securities shall no longer be represented by one or more Global Series Securities and delivers to the Trustee an Officer's Certificate evidencing such determination, then the Company will execute and the Trustee, upon receipt of an Officer's Certificate evidencing such determination by the Company, will authenticate and deliver Series Securities of like tenor in definitive registered form, in authorized denominations, and in aggregate principal amount equal to the principal amount of the Global Series Securities in exchange for such Global Series Securities. Upon the exchange of Global Series Securities for such Series Securities in definitive registered form without coupons, in authorized denominations, the Global Series Securities shall be canceled by the Trustee. Such Series Securities in definitive registered form issued in exchange for Global Series Securities pursuant to this Section shall be registered in such names and in such authorized denominations as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Series Securities to the Persons in whose names such Series Securities are so registered.

Section 4.5 *Interest.* (a) Each Series Security will bear interest initially at the rate of 7.50% per annum (the "*Interest Rate*") from the original date of issuance through and including September 16, 2004, and thereafter at the Reset Rate in accordance with Section 4.5(b) and notified to the Trustee by the Company (the "*Reset Rate*"), until the principal thereof becomes due and payable, and on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the Interest Rate through and including September 16, 2004 and at the Reset Rate thereafter, compounded quarterly, payable (subject to the provisions of Section 4.5(c) and Article III herein) quarterly in arrears on March 16, June 16, September 16 and December 16 of each year (each, an "*Interest Payment Date*") commencing on March 16, 2002, to the Person in whose name such Series Security or any

predecessor Series Security is registered, at the close of business on the regular record date for such interest installment, which, in respect of (i) Series Securities of which the Property Trustee is the Holder and the Preferred Securities are in book-entry only form or (ii) a Global Series Security, shall be the close of business on the Business Day next preceding that Interest Payment Date. Notwithstanding the foregoing sentence, if (i) the Series Securities are held by the Property Trustee and the Preferred Securities are no longer in book-entry only form or (ii) the Series Securities are not represented by a Global Series Security, the Company may select a regular record date for such interest installment which shall be more than one Business Day but less than 60 Business Days prior to an Interest Payment Date.

7

(b) The interest rate on the Series Securities will be reset on the Remarketing Date or any Subsequent Remarketing Date, as the case may be, to the Reset Rate determined by the Reset Agent in accordance with the Remarketing Agreement (which Reset Rate will become effective as of and after September 16, 2004); provided, however, if there has been a Failed Remarketing, the Reset Rate will be equal to the Interest Rate unless and until the Preferred Securities or the Series Securities are successfully remarketed pursuant to the Purchase Contract Agreement.

(c) The amount of interest payable for any period will be computed on the basis of a 360-day year consisting of twelve 30-day months. Except as provided in the following sentence, the amount of interest payable for any period shorter than a full month for which interest is computed will be computed on the basis of the actual number of days elapsed in such month. In the event that any date on which interest is payable on the Series 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), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date.

(d) The Series Securities are not entitled to any sinking fund payments.

(e) In the event that (i) the Trust is the Holder of all of the Outstanding Series Securities and (ii) the Trust becomes subject to United States federal income tax with respect to income received or accrued on the Series Securities or the Trust becomes subject to more than a de minimis amount of other taxes, duties assessments or governmental charges (such obligations, collectively, "*Additional Taxes*"), the Company shall pay to the Trust (and its permitted successors or assigns under the Declaration) for so long as the Trust (or its permitted successors or assignee) is the registered holder of any Series Securities, such additional amounts as may be necessary in order that the amount of distributions then due and payable by the Trust on the Preferred Securities and the Common Securities that at any time remain outstanding in accordance with the terms thereof shall not be reduced as a result of any *Additional Taxes* (the "*Additional Sums*"). Whenever in this Indenture or the Series Securities there is a reference in any context to the payment of principal of or interest on the Series Securities, such mention shall be deemed to include mention of the payments of the *Additional Sums* provided for in this Section to the extent that, in such context, *Additional Sums* are, were or would be payable in respect thereof pursuant to the provisions of this Section and express mention of the payment of *Additional Sums* (if applicable) in any provisions hereof shall not be construed as excluding *Additional Sums* in those provisions hereof where such express mention is not made.

Section 4.6 *Redemption of the Series Securities.* The following provisions related to redemption shall be applicable to Series Securities:

(a) If a Tax Event has occurred and is continuing the Company shall have the right upon not less than 30 but no more than 60 days' notice to the Holders of the Series Securities to redeem all, but not less than all, the Series Securities then Outstanding (a "*Tax Event Redemption*") on the date set forth in such notice (the "*Redemption Date*"), which notice shall be irrevocable.

(b) If the Company elects to redeem all of the Series Securities pursuant to paragraph (a) above, the Company shall pay a price in cash with respect to each Series Security Outstanding calculated as follows:

(i) in the event that the Preferred Securities have not been redeemed in whole prior to the Redemption Date, (A) with respect to Series Securities Outstanding on the Redemption Date underlying Preferred Securities included in Normal Units, an amount equal to (x) the market price, as determined by the Quotation Agent, of U.S. treasury securities that will pay on or before December 16, 2004 an amount of cash equal to or greater than the product of (I) \$50 and (II) the aggregate number of such Preferred Securities plus (y) the market price, as determined by the

8

Quotation Agent, of U.S. treasury securities that will pay on or before each scheduled distribution date with respect to the Preferred Securities occurring after the Redemption Date and prior to December 16, 2004, an amount of cash equal to or greater than the product of (I) the amount payable with respect to each Preferred Security and (II) the aggregate number of such Preferred Securities (the U.S. treasury securities described in clauses (x) and (y) are referred to herein as the "*Redemption Treasury Portfolio*"), and (B) with respect to Series Securities Outstanding on the Redemption Date and not underlying Preferred Securities included in Normal Units, \$50, together with an amount equal to all accrued and unpaid Interest to the Redemption Date; and

(ii) in the event that the Series Securities have been distributed to the holders of the Preferred Securities and the Common Securities of the Trust upon dissolution of the Trust, with respect to each Series Security Outstanding on the Redemption Date, \$50, together with an amount equal to all accrued and unpaid Interest to the Redemption Date.

(c) The Company shall, in order to determine the price of the Redemption Treasury Portfolio, retain the services of an agent (the "*Quotation Agent*"), which shall be a primary U.S. government securities dealer located in New York City. The Company shall retain Goldman, Sachs, & Co. or a successor as the Quotation Agent; provided that if Goldman, Sachs, & Co. ceases to be a primary government securities dealer or does not wish to perform the services of the Quotation Agent hereunder, the Company shall retain another primary U.S. government securities dealer as quotation agent. The Quotation Agent will solicit the lowest price quoted for the Redemption Treasury Portfolio on or prior to the third Business Day before the Redemption Date for settlement on the Redemption Date, promptly notify the Company of such lowest price and arrange for the purchase and settlement of the Redemption Treasury Portfolio per the order of the Company. The Company shall pay to the Quotation Agent the Quotation Agent's customary and reasonable fee for such service.

Section 4.7 *Additional Covenants.* The Company covenants and agrees with each Holder, and, with respect to the covenants set forth in paragraphs (i)-(vii), with each holder of Preferred Securities for so long as any Preferred Securities are outstanding:

(i) to maintain, directly or indirectly, 100% ownership of the Common Securities of the Trust; provided, *however*, that any permitted successor of the

Company hereunder may succeed to the Company's ownership of such Common Securities;

- (ii) not to voluntarily terminate, wind-up or liquidate the Trust (or permit the termination, winding-up or liquidation of the Trust), except (a) in connection with a distribution of the Series Securities to the Holders of Preferred Securities in the event of an Early Termination Event or (b) in connection with such mergers, consolidations and amalgamations as are permitted by the Declaration;
- (iii) to use its best efforts to cause the Trust to remain classified as a grantor trust and not an association taxable as a corporation for United States federal income tax purposes;
- (iv) to use its best efforts to cause the Trust to cause each holder of Preferred Securities to be treated as owning an undivided beneficial interest in the Series Securities;
- (v) to use its best efforts to cause the Trust to remain a business trust under the Delaware Business Trust Act, as the same may be amended from time to time, except (a) in connection with a distribution of the Series Securities to the Holders of Preferred Securities in the event of an Early Termination Event or (b) in connection with such mergers, consolidations and amalgamations as are permitted by the Declaration;
- (vi) to use its reasonable efforts to cause the Preferred Securities to be listed on a national securities exchange in the event that trading in and distribution of the Preferred Securities meets the minimum requirements with respect to listing;

9

-
- (vii) to use its commercially reasonable efforts to enter into the Remarketing Agreement and perform its obligations thereunder; and
 - (viii) in the event that the Trust is dissolved and the Series Securities distributed to the holders of the Preferred Securities, to use its reasonable efforts to cause the Series Securities to be listed on a national securities exchange in the event that trading in and distribution of the Series Securities meets the minimum requirements with respect to listing.

Section 4.8 *Notice of Defaults*. The Trustee shall provide to the Holders of the Preferred Securities such notices as it shall from time to time provide under Section 602 of the Indenture.

Section 4.9 *Notice of Reset Rate*. In the event that the interest rate with respect to the Series Securities is reset pursuant to the Remarketing Agreement, the Company shall, no later than the Business Day following the date of such reset, publish notification of the Reset Rate in *The Wall Street Journal*, or if such publication ceases to publish notices of such type, or if it is otherwise impractical to publish such notice therein, in such other daily newspaper of general circulation in The City of New York, published in the English language, as the Company may reasonably determine.

Section 4.10 *CUSIP Numbers*. The Company may from time to time obtain CUSIP numbers for the Series Securities and, if so, the Trustee shall use CUSIP numbers in notices as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Series Securities or as contained in any notice and that reliance may be placed only the other identification numbers printed on the Series Securities, and no action shall be affected by any defect in or omission of such numbers. The Company shall promptly notify the Trustee of any change in the CUSIP numbers.

Section 4.11 *Security Registrar and Paying Agent*. The Company initially appoints the Series Trustee as the Security Registrar and Paying Agent for the Series Securities.

ARTICLE V

EXPENSES

Section 5.1 *Expenses*. In connection with the offering, sale and issuance of the Series Securities to the Property Trustee and in connection with the sale of the Preferred Securities by the Trust, the Company, in its capacity as borrower with respect to the Series Securities, shall:

(a) pay all costs and expenses relating to the offering, sale and issuance of the Series Securities, including commissions to the underwriters payable pursuant to the Underwriting Agreement and compensation of the Series Trustee under this Indenture in accordance with the provisions of this Indenture; and

(b) be responsible for and shall pay all debts and obligations and all costs and expenses of the Trust (including, but not limited to, costs and expenses relating to the organization, maintenance and dissolution of the Trust), the offering, sale and issuance of the Securities (including commissions to the underwriters in connection therewith), the fees and expenses (including reasonable counsel fees and expenses) of the Property Trustee, the Delaware Trustee and the Administrative Trustees, the costs and expenses relating to the operation of the Trust, including, without limitation, costs and expenses of accountants, attorneys, statistical or bookkeeping services, expenses for printing and engraving and computing or accounting equipment, paying agent(s), registrar(s), transfer agent(s), duplicating, travel and telephone and other telecommunications expenses and costs and expenses incurred in connection with the acquisition, financing, and disposition of Trust assets and the enforcement by the Property Trustee of the rights of the Holders of the Series Securities.

10

The Company's obligations under this Section 5.1 shall be for the benefit of, and shall be enforceable by, any person to whom such debts, obligations and costs are owed (a "Creditor") whether or not such Creditor has received notice hereof. Any such Creditor may enforce the Company's obligations under this Section 5.1 directly against the Company and the Company irrevocably waives any right or remedy to require that any such Creditor take any action against the Trust or any other Person before proceeding against the Company. The Company agrees to execute such additional agreements as may be necessary or desirable in order to give full effect to the provisions of this Section 5.1.

ARTICLE VI

FORM OF SERIES SECURITY

Section 6.1 *Form of Series Securities.* The Series Securities and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the following forms:

[IF THE SERIES SECURITY IS TO BE A GLOBAL SERIES SECURITY, INSERT—This Series Security is a Global Series Security within the meaning of the Indenture hereinafter referred to and is registered in the name of the Depository or a nominee of the Depository. This Series Security is exchangeable for Series Securities registered in the name of a person other than the Depository or its nominee only in the limited circumstances described in the Indenture, and no transfer of this Series Security (other than a transfer of this Series Security as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository) may be registered except in limited circumstances.

Unless this Series Security is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any Series 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.]

No. _____

CUSIP No. _____

\$ _____

BOISE CASCADE CORPORATION

7.50% SENIOR DEBENTURE DUE 2006

BOISE CASCADE CORPORATION, a Delaware corporation (the "Company", which term includes any successor corporation under the Indenture hereinafter referred to) for value received, hereby promises to pay to BNY WESTERN TRUST COMPANY, AS PROPERTY TRUSTEE, the principal sum of (\$ _____) on December 16, 2006 (such date is hereinafter referred to as the "Stated Maturity Date"), and to pay interest on said principal sum from December 5, 2001, 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, quarterly in arrears (subject to deferral as set forth herein) on March 16, June 16, September 16 and December 16 of each year, commencing on March 16, 2002, initially at the rate of 7.50% per annum through and including September 16, 2004, and at the Reset Rate thereafter, until the principal hereof shall have become due and payable, and on any overdue principal 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 7.50% through and including September 16, 2004, and at the Reset Rate thereafter, until the principal hereof shall have become due and payable. The interest rate will be reset on the fourth Business Day preceding September 16, 2004 to the Reset Rate (as determined by the Reset Agent); provided, however, if there has been a Failed Remarketing, the Reset Rate will be equal to the Interest Rate until the Preferred Securities are successfully remarketed pursuant to the Purchase Contract Agreement. The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year consisting of twelve 30-day months. In the event that any date on which interest is payable on this Debenture is not a Business Day, then payment of interest 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), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date. 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 is registered at the close of business on the regular record date for such interest installment, which in the case of a Global Debenture shall be the close of business on the Business Day next preceding such Interest Payment Date; provided, however, if pursuant to the terms of the Indenture the Debentures are no longer represented by a Global Debenture, the Company may select such regular record date for such interest installment which shall be more than one Business Day but less than 60 Business Days prior to an Interest Payment Date. Any such interest installment not punctually paid or duly provided for shall forthwith cease to be payable to the registered Holders on such regular record date and may be paid to the Person in whose name this Debenture 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 registered Holders of this series 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 of and the 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 check mailed to the registered Holder at such address as shall appear in the Register or by wire transfer to an account appropriately designated by the Holder entitled thereto. Notwithstanding the foregoing, so long as the Holder of this Debenture is the Property

Trustee or the Collateral Agent, the payment of the principal of and interest on this Debenture will be made at such place and to such account as may be designated in writing by the Property Trustee.

This Debenture shall not be entitled to any benefit under the within mentioned Indenture, be valid or become obligatory for any purpose, until the Certificate of Authentication hereon shall have been executed by the Trustee.

The provisions of this Debenture are continued on the reverse side hereof and such continued 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.

Dated:

By: _____

Name:

Title:

Attest

By: _____

Name:

Title:

CERTIFICATE OF AUTHENTICATION

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

Dated:

BNY WESTERN TRUST COMPANY,
as Trustee

By: _____

Authorized Signatory

(FORM OF REVERSE OF DEBENTURE)

This Debenture is one of a duly authorized series of the debentures of the Company (herein sometimes referred to as the "Series Securities"), all issued or to be issued in one or more series under and pursuant to an Indenture, dated as of October 1, 1985 (the "Original Indenture"), between the Company and Morgan Guaranty Trust Company of New York (the "Original Trustee") as amended and supplemented by the First Supplemental Indenture (the "First Supplement"), dated as of December 20, 1989 between the Company and the Original Trustee, the Second Supplemental Indenture (the "Second Supplement"), dated as of August 1, 1990 between the Company and the Original Trustee and the Third Supplemental Indenture (the "Third Supplemental Indenture", and together with the Original Indenture and the First Supplement and the Second Supplement, the "Indenture"), to which Indenture and all indentures supplemental thereto 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 Securities. By the terms of the Indenture, the Series Securities are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Indenture. This series of Securities is limited in aggregate principal amount as specified in said Third Supplemental Indenture.

The Debentures are not entitled to the benefit of any sinking fund.

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 not less than a majority in aggregate principal amount of the Series Securities of each series affected at the time outstanding, as defined in the Indenture, to execute supplemental indentures for the purpose of, among other things, adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Series Securities; provided, however, that, among other things, no such supplemental indenture shall (i) reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon without the consent of the Holder of each Series Security so affected, or (ii) reduce the aforesaid percentage of Series Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holders of each Series Security then outstanding and affected thereby. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Series Securities of any series at the time outstanding affected thereby, on behalf of all of the Holders of the Series Securities of such series, to waive a default or Event of Default with respect to such series, and its consequences, except a default or Event of Default in the payment of the principal of or interest on any of the Series Securities of such series or a default in respect of a provision that under Article Nine of the Indenture cannot be amended without the consent of each holder affected thereby. Any such consent or waiver by the registered 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 for 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 interest on this Debenture at the time and place and at the rate and in the money herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, this Debenture is transferable by the registered Holder hereof on the Security Register of the Company, upon surrender

of this Debenture for registration of transfer at the office or agency of the Trustee in The City of New York and State of New York accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Trustee duly executed by the registered 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, assessment or other governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this Debenture, the Company, the Trustee, any paying agent and the Security Registrar may deem and treat the registered 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 Security Registrar) for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Security Registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or the 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, shareholder, officer or director, past, present or future, as such, of the Company or of any predecessor or 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, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

The Indenture imposes certain limitations on the ability of the Company to, among other things, merge or consolidate with any other Person or sell, assign, transfer, lease or convey all or substantially all of its properties and assets. All such covenants and limitations are subject to a number of important qualifications and exceptions. The Company must report periodically to the Series Trustee on compliance with the covenants in the Indenture.

The Debentures of this series are issuable only in registered form without coupons, in denominations of \$50 and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Debentures of this series so issued are exchangeable for a like aggregate principal amount of Debentures of this series of a different authorized denomination, as requested by the Holder surrendering the same.

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

This Debenture shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Debenture to:

(Insert assignee's social security or tax identification number)

16

(Insert address and zip code of assignee)

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

Dated:

Signature:

Signature Guarantee:

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

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended.

17

ARTICLE VII

ORIGINAL ISSUE OF SERIES SECURITIES

Section 7.1 *Original Issue of Series Securities.* Series Securities in the aggregate principal amount of \$154,700,000 (or up to \$177,836,000, if the Over-Allotment Option is exercised) may, upon execution of this Third Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Series Securities in accordance with a Company Order. The Issue Date of the Series Securities shall be deemed to be December 5, 2001.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 *Effectiveness*. This Third Supplemental Indenture will become effective upon its execution and delivery.

Section 8.2 *Successors and Assigns*. All of the covenants, promises, stipulations and agreements of the Company contained in the Indenture, as supplemented and amended by this First Supplemental Indenture, will bind the Company and its successors and assigns and will inure to the benefit of the Original Trustee and the Series Trustee and their respective successors and assigns.

Section 8.3 *Further Assurances*. The Company will, at its own cost and expense, execute and deliver any documents or agreements, and take any other actions, which the Original Trustee or the Series Trustee or their respective counsel may from time to time request in order to assure the Original Trustee or the Series Trustee of the benefits of the rights granted to the Trustee or the Series Trustee under the Indenture, as supplemented and amended by this Third Supplemental Indenture.

Section 8.4 *Effect of Recitals*. The recitals in this Third Supplemental Indenture are made by the Company and not by the Original Trustee or the Series Trustee, and neither the Original Trustee nor the Series Trustee shall be responsible for the validity or sufficiency hereof.

Section 8.5 *Ratification of Indenture*. The Indenture as supplemented by this Third Supplemental Indenture, is in all respects ratified and confirmed, and this Third Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 8.6 *Governing Law*. THIS FIRST SUPPLEMENTAL INDENTURE AND EACH SERIES SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

Section 8.7 *Counterparts*. This Third Supplemental Indenture may be executed in any number of separate counterparts each of which shall be an original; but such separate counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

18

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized, on the date or dates indicated in the acknowledgments and as of the day and year first above written.

BOISE CASCADE CORPORATION

By: _____
Name:
Title:

U.S. BANK TRUST NATIONAL
ASSOCIATION,
as Original Trustee

By: _____
Name:
Title:

BNY WESTERN TRUST COMPANY,
as Series Trustee

By: _____
Name:
Title:

QuickLinks

[ARTICLE I DEFINITIONS](#)
[ARTICLE II AMENDMENTS](#)
[ARTICLE III APPOINTMENT OF AND ACCEPTANCE BY SERIES TRUSTEE](#)
[ARTICLE IV GENERAL TERMS AND CONDITIONS OF THE SERIES SECURITIES](#)
[ARTICLE V EXPENSES](#)
[ARTICLE VI FORM OF SERIES SECURITY](#)
[BOISE CASCADE CORPORATION 7.50% SENIOR DEBENTURE DUE 2006](#)
[CERTIFICATE OF AUTHENTICATION](#)
[\(FORM OF REVERSE OF DEBENTURE\)](#)
[ASSIGNMENT](#)
[ARTICLE VII ORIGINAL ISSUE OF SERIES SECURITIES](#)
[ARTICLE VIII MISCELLANEOUS](#)

BOISE CASCADE CORPORATION

AND

BNY WESTERN TRUST COMPANY

AS PURCHASE CONTRACT AGENT

PURCHASE CONTRACT AGREEMENT

DATED AS OF DECEMBER 5, 2001

TABLE OF CONTENTS

**ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION**

Section 1.1.	Definitions	1
Section 1.2.	Compliance Certificates and Opinions	9
Section 1.3.	Form of Documents Delivered to Agent	9
Section 1.4.	Acts of Holders; Record Dates	9
Section 1.5.	Notices	10
Section 1.6.	Notice to Holders; Waiver	11
Section 1.7.	Effect of Headings and Table of Contents	11
Section 1.8.	Successors and Assigns	11
Section 1.9.	Separability Clause	12
Section 1.10.	Benefits of Agreement	12
Section 1.11.	Governing Law	12
Section 1.12.	Legal Holidays	12
Section 1.13.	Counterparts	12
Section 1.14.	Inspection of Agreement	12

**ARTICLE II
CERTIFICATE FORMS**

Section 2.1.	Forms of Certificates Generally	12
Section 2.2.	Form of Agent's Certificate of Authentication	13

**ARTICLE III
THE UNITS**

Section 3.1.	Title and Terms; Denominations	13
Section 3.2.	Rights and Obligations Evidenced by the Certificates	13
Section 3.3.	Execution, Authentication, Delivery and Dating	14
Section 3.4.	Temporary Certificates	14
Section 3.5.	Registration; Registration of Transfer and Exchange	15
Section 3.6.	Book-Entry Interests	16
Section 3.7.	Notices to Holders	16
Section 3.8.	Appointment of Successor Clearing Agency	17
Section 3.9.	Definitive Certificates	17
Section 3.10.	Mutilated, Destroyed, Lost and Stolen Certificates	17
Section 3.11.	Persons Deemed Owners	18
Section 3.12.	Cancellation	18
Section 3.13.	Establishment Stripped of Units	18
Section 3.14.	Reestablishment of Normal Units	19
Section 3.15.	Transfer of Collateral upon Occurrence of Termination Event	20
Section 3.16.	No Consent to Assumption	21
Section 3.17.	CUSIP Numbers	21

**ARTICLE IV
THE PREFERRED SECURITIES**

Section 4.1.	Payment of Distributions; Rights to Distributions Preserved; Notice	21
--------------	---	----

Section 4.2.	Notice and Voting	22
Section 4.3.	Distribution of Senior Debentures	22
Section 4.4.	Tax Event Redemption	22

Section 4.5.	Consent to Treatment for Tax Purposes	23
--------------	---------------------------------------	----

**ARTICLE V
THE PURCHASE CONTRACTS; THE REMARKETING**

Section 5.1.	Purchase of Shares of Common Stock	23
Section 5.2.	Payment of Purchase Price; Remarketing	24
Section 5.3.	Issuance of Shares of Common Stock	27
Section 5.4.	Adjustment of Settlement Rate	28
Section 5.5.	Notice of Adjustments and Certain Other Events.	32
Section 5.6.	Termination Event; Notice	33
Section 5.7.	Early Settlement	34
Section 5.8.	Early Settlement Upon Merger	35
Section 5.9.	Charges and Taxes	36
Section 5.10.	No Fractional Shares	36

**ARTICLE VI
REMEDIES**

Section 6.1.	Unconditional Right of Holders to Purchase Common Stock	36
Section 6.2.	Restoration of Rights and Remedies	36
Section 6.3.	Rights and Remedies Cumulative	37
Section 6.4.	Delay or Omission Not Waiver	37
Section 6.5.	Undertaking for Costs	37
Section 6.6.	Waiver of Stay or Extension Laws	37

**ARTICLE VII
THE AGENT**

Section 7.1.	Certain Duties and Responsibilities	37
Section 7.2.	Notice of Default	38
Section 7.3.	Certain Rights of Agent	38
Section 7.4.	Not Responsible for Recitals or Issuance of Units	39
Section 7.5.	May Hold Units	39
Section 7.6.	Money Held in Custody	39
Section 7.7.	Compensation and Reimbursement	39
Section 7.8.	Corporate Agent Required; Eligibility	39
Section 7.9.	Resignation and Removal; Appointment of Successor	40
Section 7.10.	Acceptance of Appointment by Successor	41
Section 7.11.	Merger, Conversion, Consolidation or Succession to Business	41
Section 7.12.	Preservation of Information; Communications to Holders	41
Section 7.13.	No Obligations of Agent	41
Section 7.14.	Tax Compliance	42

**ARTICLE VIII
SUPPLEMENTAL AGREEMENTS**

Section 8.1.	Supplemental Agreements Without Consent of Holders	42
Section 8.2.	Supplemental Agreements with Consent of Holders	42
Section 8.3.	Execution of Supplemental Agreements	43
Section 8.4.	Effect of Supplemental Agreements	43
Section 8.5.	Reference to Supplemental Agreements	43

**ARTICLE IX
CONSOLIDATION, MERGER, SALE OR CONVEYANCE**

Section 9.1.	Covenant Not to Merge, Consolidate, Sell or Convey Property Except Under Certain Conditions	43
Section 9.2.	Rights and Duties of Successor Corporation	44
Section 9.3.	Opinion of Counsel Given to Agent	44

**ARTICLE X
COVENANTS**

Section 10.1.	Performance Under Purchase Contracts	44
Section 10.2.	Maintenance of Office or Agency	44

Section 10.3.	Company to Reserve Common Stock	45
Section 10.4.	Covenants as to Common Stock	45
Section 10.5.	Statements of Officer of the Company as to Default	45

ARTICLE XI TRUST INDENTURE ACT

Section 11.1.	Trust Indenture Act; Application	45
Section 11.2.	Lists of Holders of Securities	45
Section 11.3.	Reports by the Agent	46
Section 11.4.	Periodic Reports to Agent	46
Section 11.5.	Evidence of Compliance with Conditions Precedent	46
Section 11.6.	Defaults; Waiver	46
Section 11.7.	Agent's Knowledge of Defaults	46
Section 11.8.	Direction of Agent	46

iii

EXHIBITS

EXHIBIT A	Form of Normal Units Certificate
EXHIBIT B	Form of Stripped Units Certificate
EXHIBIT C	Instruction from Purchase Contract Agent to Collateral Agent
EXHIBIT D	Instruction to Purchase Contract Agent
EXHIBIT E	Forms of Remarketing Agreement

PURCHASE CONTRACT AGREEMENT

PURCHASE CONTRACT AGREEMENT, dated as of December 5, 2001, between Boise Cascade Corporation, a Delaware corporation (the "Company"), and BNY Western Trust Company, a California banking corporation, acting as purchase contract agent for the Holders of Units from time to time (the "Agent").

The Company has duly authorized the execution and delivery of this Agreement and the Certificates evidencing the Units.

All things necessary to make the Purchase Contracts, when the Certificates are executed by the Company and authenticated, executed on behalf of the Holders and delivered by the Agent, as provided in this Agreement, the valid obligations of the Company, and to constitute this Agreement a valid agreement of the Company, in accordance with its terms, have been done.

For and in consideration of the premises and the purchase of the Units by the Holders thereof, it is mutually agreed as follows:

ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1. *Definitions.* For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular; and nouns and pronouns of the masculine gender include the feminine and neuter genders;
- (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States;
- (c) the words "*herein*," "*hereof*" and "*hereunder*" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;
- (d) the following terms have the meanings given to them in the Declaration: (i) *Guarantee*, (ii) *Indenture*, and (iii) *Liquidation Distribution*; and
- (e) the following terms have the meanings given to them in this Section 1.1(e):

"*Act*" when used with respect to any Holder, has the meaning specified in Section 1.4.

"*Affiliate*" has the same meaning as given to that term in Rule 405 of the Securities Act or any successor rule thereunder.

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

"*Agent-purchased Treasury Consideration*" has the meaning specified in Section 5.2(b)(i).

"*Agreement*" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

"*Average Trading Price*" has the meaning specified in Section 5.1.

"*Bankruptcy Code*" means title 11 of the United States Code, or any other law of the United States that from time to time provides a uniform system of bankruptcy laws.

"*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 Clearing Agency Participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"*Board of Directors*" means either the Board of Directors of the Company or the Executive Committee of such Board or any other committee of such Board duly authorized to act generally or in any particular respect for the Board hereunder.

"*Board Resolution*" means (i) a copy of a resolution certified by the Secretary or the Assistant Secretary of the Company to have been duly adopted by the Board of Directors, the Securities Offering Committee of the Board of Directors or any other duly authorized committee of the Board of Directors and to be in full force and effect on the date of such certification, (ii) a copy of a unanimous written consent of the Board of Directors, the Securities Offering Committee of the Board of Directors or any other duly authorized committee of the Board of Directors or (iii) a certificate signed by the authorized officer or officers to whom the Board of Directors, the Securities Offering Committee of the Board of Directors or any other duly authorized committee of the Board of Directors has delegated its authority, and in each case, delivered to the Agent.

"*Book-Entry Interest*" means a beneficial interest in a Global Certificate, ownership and transfers of which shall be maintained and made through book entries by a Clearing Agency as described in Section 3.6.

"*Business Day*" means any day that is not a Saturday, Sunday or day on which banking institutions and trust companies in The City of New York or at a place of payment are authorized or required by law, regulation or executive order to close.

"*Capital Stock*" means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated, whether voting or non-voting) corporate stock or similar interests in other types of entities.

"*Cash Merger*" has the meaning set forth in Section 5.8.

"*Certificate*" means a Normal Units Certificate or a Stripped Units Certificate.

"*Clearing Agency*" means an organization registered as a "Clearing Agency" pursuant to Section 17A of the Exchange Act that is acting as a depository for the Units 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 Units.

"*Clearing Agency Participant*" means a broker, dealer, bank, other financial institution or other Person for whom from time to time the Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"*Closing Price*" has the meaning specified in Section 5.1.

"*Collateral*" has the meaning specified in Section 2.1 of the Pledge Agreement.

"*Collateral Agent*" means JPMorgan Chase Bank, as Collateral Agent under the Pledge Agreement until a successor Collateral Agent shall have become such pursuant to the applicable provisions of the Pledge Agreement, and thereafter "Collateral Agent" shall mean the Person who is then the Collateral Agent thereunder.

"*Collateral Substitution*" has the meaning specified in Section 3.13.

"*Common Securities*" has the meaning specified in Section 1.1 of the Declaration.

"*Common Stock*" means the common stock, par value \$2.50 per share, of the Company.

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

"*Constituent Person*" has the meaning specified in Section 5.4(b).

"*Corporate Trust Office*" means the principal corporate trust office of the Agent at which, at any particular time, its corporate trust business shall be administered, which office at the date hereof is located at 601 Union Street, Suite 1720, Seattle, Washington 98101, except that for purposes of Section 10.2, such term shall mean the office or agency of the Agent in The City of New York, which office at the date hereof is located at BNY Western Trust Company, c/o The Bank of New York, Corporate Trust Window, 15 Broad Street, New York, New York 10007.

"*Coupon Rate*" means the percentage rate per annum at which each Senior Debenture will bear interest initially.

"*Current Market Price*" has the meaning specified in Section 5.4(a)(8).

"*Custodial Agent*" means JPMorgan Chase Bank, as Custodial Agent under the Pledge Agreement until a successor Custodial Agent shall have become such pursuant to the applicable provisions of the Pledge Agreement, and thereafter "Custodial Agent" shall mean the Person who is then the Custodial Agent thereunder.

"*Declaration*" means the Amended and Restated Declaration of Trust, dated December 5, 2001, of Boise Cascade Trust I, among the Company, as the sponsor, the trustees named therein and the holders from time to time of undivided beneficial interests in the assets of the Trust.

"*Default*" has the meaning specified in Section 10.5.

"*Depository*" means, initially, DTC, until another Clearing Agency becomes its successor.

"*DTC*" means The Depository Trust Company, the initial Clearing Agency.

"*Early Settlement*" has the meaning specified in Section 5.7(a).

"*Early Settlement Amount*" has the meaning specified in Section 5.7(a).

"*Early Settlement Date*" has the meaning specified in Section 5.7(a).

"*Early Settlement Rate*" has the meaning specified in Section 5.7(b).

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

"*Expiration Date*" has the meaning specified in Section 1.4.

"*Expiration Time*" has the meaning specified in Section 5.4(a)(6).

"*Failed Remarketing*" has the meaning specified in Section 5.2(b)(ii).

"*Fair Market Value*" with respect to securities distributed in a Spin-Off means (a) in the case of any Spin-Off that is effected simultaneously with an Initial Public Offering of such securities, the initial public offering price of those securities, and (b) in the case of any other Spin-Off, the average of the Sale Price of those securities over the first 10 Trading Days after the effective date of such Spin-Off.

"*Global Certificate*" means a Certificate that evidences all or part of the Units and is registered in the name of a Depository or a nominee thereof.

"*Global Preferred Security Certificate*" means a certificate evidencing the rights and obligations of a Holder in respect of the number of Preferred Securities specified on such certificate and which is registered in the name of a Clearing Agency or a nominee thereof.

"*Holder*" means the Person in whose name the Unit evidenced by a Normal Units Certificate and/or a Stripped Units Certificate is registered in the related Normal Units Register and/or the Stripped Units Register, as the case may be.

"*Indenture*" means that certain Indenture, dated as of October 1, 1985, between the Depositor and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the "Original Trustee"), as supplemented by the First Supplemental Indenture between the Depositor and the Original Trustee, dated as of December 20, 1989, the Second Supplemental Indenture between the Depositor and the original Trustee, dated as of August 1, 1990 and the Third Supplemental Indenture, dated as of December 5, 2001, among the Depositor, the Original Trustee and BNY Western Trust Company, as series trustee, and as the same may be further amended or supplemented from time to time.

"*Indenture Trustee*" means BNY Western Trust Company, as trustee under the Indenture or any successor thereto.

"*Initial Public Offering*" with respect to a Spin-Off means the first time securities of the same class or type as the securities being distributed in such Spin-Off are bona fide offered to the public for cash.

"*Issuer Order*" or "*Issuer Request*" means a written order or request signed in the name of the Company by the Chairman of the Board, the President, any Vice President, the Controller, the Treasurer or the Corporate Secretary (or other officer performing similar functions) of the Company and delivered to the Agent.

"*Merger Early Settlement*" has the meaning specified in Section 5.8.

"*Merger Early Settlement Amount*" has the meaning specified in Section 5.8.

"*Merger Early Settlement Date*" has the meaning specified in Section 5.8.

"*1940 Act*" means the Investment Company Act of 1940, as amended.

"*Normal Unit*" means the collective rights and obligations of a Holder of a Normal Units Certificate in respect of a Preferred Security or the appropriate Treasury Consideration, as the case may be, subject in each case to the Pledge thereof, and the related Purchase Contract.

"*Normal Units Certificate*" means a certificate evidencing the rights and obligations of a Holder in respect of the number of Normal Units specified on such certificate, substantially in the form of Exhibit A hereto.

"*Normal Units Register*" and "*Normal Units Registrar*" have the respective meanings specified in Section 3.5.

"*NYSE*" means The New York Stock Exchange, Inc.

"*Officer's Certificate*" means a certificate signed by the Chairman of the Board, the President, any Vice President, the Controller, the Treasurer or the Corporate Secretary (or other officer performing similar functions) of the Company and delivered to the Agent.

"*Opinion of Counsel*" means an opinion in writing signed by legal counsel, who may be an employee of or counsel to the Company or an Affiliate and who shall be reasonably acceptable to the Agent.

"*Opt-out Treasury Consideration*" has the meaning specified in Section 5.2(b)(iv).

4

"*Outstanding*" or "*Outstanding Units*" means, as of the date of determination, all Normal Units or Stripped Units evidenced by Certificates theretofore authenticated, executed and delivered under this Agreement, except:

- (i) If a Termination Event has occurred, (a) Stripped Units and (b) Normal Units for which the related Preferred Security or the appropriate Treasury Consideration, or a Liquidation Distribution in respect of such Preferred Security, as the case may be, has been theretofore deposited with the Agent in trust for the Holders of such Normal Units;
- (ii) Normal Units and Stripped Units evidenced by Certificates theretofore cancelled by the Agent or delivered to the Agent for cancellation or deemed cancelled pursuant to the provisions of this Agreement; and
- (iii) Normal Units and Stripped Units evidenced by Certificates in exchange for or in lieu of which other Certificates have been authenticated, executed on behalf of the Holder and delivered pursuant to this Agreement, other than any such Certificate in respect of which there shall have been presented to the Agent proof satisfactory to it that such Certificate is held by a bona fide purchaser in whose hands the Normal Units or Stripped Units evidenced by such Certificate are valid obligations of the Company;

provided, that in determining whether the Holders of the requisite number of the Normal Units or Stripped Units have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Normal Units or Stripped Units owned by the Company or any Affiliate of the Company shall be disregarded and deemed not to be outstanding, except that, in determining whether the Agent shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Normal Units or Stripped Units which a Responsible Officer of the Agent actually knows to be so owned shall be so disregarded. Normal Units or Stripped Units so owned which have been pledged in good faith may be regarded as Outstanding Units if the pledgee establishes to the satisfaction of the Agent the pledgee's right so to act with respect to such Normal Units or Stripped Units and that the pledgee is not the Company or any Affiliate of the Company.

"*Payment Date*" means each March 16, June 16, September 16, and December 16, commencing March 16, 2002.

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

"*Pledge*" means the pledge under the Pledge Agreement of the Preferred Securities, the Treasury Securities or the appropriate Treasury Consideration, in each case constituting a part of the Units, property, cash, securities, financial assets and security entitlements of the Collateral Agent (as defined in the Pledge Agreement), the Senior Debentures delivered to the Collateral Agent upon liquidation of the Trust, and any proceeds of any of the foregoing.

"*Pledge Agreement*" means the Pledge Agreement, dated as of the date hereof, by and among the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Agent, on its own behalf and as attorney-in-fact for the Holders from time to time of the Units.

"*Pledged Preferred Securities*" has the meaning set forth in the Pledge Agreement.

"*Pledged Treasury Consideration*" has the meaning set forth in the Pledge Agreement.

"*Pledged Treasury Securities*" has the meaning set forth in the Pledge Agreement.

"*Predecessor Certificate*" means a Predecessor Normal Units Certificate or a Predecessor Stripped Units Certificate.

5

"*Predecessor Stripped Units Certificate*" of any particular Stripped Units Certificate means every previous Stripped Units Certificate evidencing all or a portion of the rights and obligations of the Company and the Holder under the Stripped Units evidenced thereby; and, for the purposes of this definition, any Stripped Units Certificate authenticated and delivered under Section 3.10 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Stripped Units Certificate shall be deemed to evidence the same rights and obligations of the Company and the Holder as the mutilated, destroyed, lost or stolen Stripped Units Certificate.

"*Predecessor Normal Units Certificate*" of any particular Normal Units Certificate means every previous Normal Units Certificate evidencing all or a portion of the rights and obligations of the Company and the Holder under the Normal Units evidenced thereby; and, for the purposes of this definition, any Normal Units Certificate authenticated and delivered under Section 3.10 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Normal Units Certificate shall be deemed to evidence the same rights and obligations of the Company and the Holder as the mutilated, destroyed, lost or stolen Normal Units Certificate.

"*Preferred Securities*" means the 7.50% Preferred Securities of the Trust, each having a stated liquidation amount of \$50, representing, together with the Common Securities, undivided beneficial interests in the assets of the Trust.

"*Property Trustee*" means BNY Western Trust Company, as property trustee under the Declaration, or any successor thereto that is a financial institution unaffiliated with the Company.

"*Purchase Contract*" when used with respect to any Unit, means the contract forming a part of such Unit and obligating the Company to sell and the Holder of such Unit to purchase, Common Stock, on the terms and subject to the conditions set forth in Article Five.

"Purchase Contract Settlement Fund" has the meaning specified in Section 5.3.

"Purchase Price" has the meaning specified in Section 5.1.

"Purchased Shares" has the meaning specified in Section 5.4(a)(6).

"Quarterly Payment Date" means each March 16, June 16, September 16, and December 16, commencing March 16, 2002.

"Record Date" for the distribution payable on any Payment Date means, as to any Global Certificate, the Business Day next preceding such Payment Date, and as to any other Certificate, a day selected by the Company which shall be more than one Business Day but less than 60 Business Days prior to such Payment Date.

"Redemption Amount" means the amount payable with respect to the Agent on behalf of the holders of Preferred Securities held as part of Normal Units in the event of a Tax Event Redemption, as provided under the Declaration.

"Redemption Date" has the meaning specified in the Indenture.

"Redemption Treasury Portfolio" has the meaning specified in the Indenture.

"Register" means the Normal Units Register and the Stripped Units Register.

"Registrar" means the Normal Units Registrar and the Stripped Units Registrar.

"Remarketing Agent" has the meaning specified in Section 5.2(b)(i).

"Remarketing Agreement" means the Remarketing Agreement to be entered into by and among the Company, the Trust, the Remarketing Agent and the Agent.

"Remarketing Date" means the fourth Business Day preceding September 16, 2004.

6

"Remarketing Fee" has the meaning specified in Section 5.2(b)(i).

"Remarketing Value" has the meaning specified in Section 5.1(b)(i).

"Reorganization Event" has the meaning specified in Section 5.4(b).

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

"Sale Price" of any securities distributed in a Spin-Off on any Trading Day means the closing sale price per share (or if no closing price is reported, the average of the bid and asked prices or, if more than one in either case, the average of the average bid and average asked prices) on such Trading Day as reported in composite transactions for the principal U.S. securities exchange on which such securities are traded or, if the securities are not listed on a U.S. national or regional securities exchange, as reported by Nasdaq.

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

"Securities Intermediary" means JPMorgan Chase Bank, in its capacity as Securities Intermediary under the Pledge Agreement, together with its successors in such capacity.

"Senior Debentures" means the series of senior debt securities of the Company designated the 7.50% Senior Debentures due 2006, to be issued under the Indenture.

"Separate Preferred Securities" has the meaning set forth in the Pledge Agreement.

"Settlement Date" means any Early Settlement Date or Merger Early Settlement Date or the Stock Purchase Date.

"Settlement Rate" has the meaning specified in Section 5.1.

"Spin-Off" means a dividend or other distribution of shares of Capital Stock of any class or series, or similar equity interests, of or relating to a subsidiary or other business unit of the Company.

"Stated Amount" means, with respect to any one Preferred Security, Normal Unit or Stripped Unit, \$50.

"Stock Purchase Date" means December 16, 2004.

"Stripped Unit" means the collective rights and obligations of a holder of a Stripped Units Certificate in respect of a $\frac{1}{20}$ undivided beneficial interest in a Treasury Security, subject in each case to the Pledge thereof, and the related Purchase Contract.

"Stripped Units Certificate" means a certificate evidencing the rights and obligations of a Holder in respect of the number of Stripped Units specified on such certificate, substantially in the form of Exhibit B hereto.

"Stripped Units Register" and "Stripped Units Registrar" have the respective meanings specified in Section 3.5.

"Subsequent Remarketing Date" means, provided there has been one or more Failed Remarketings, the date on which the Remarketing Agent has consummated a successful remarketing in accordance with Section 5.2(b)(ii) hereof.

"Tax Event" has the meaning specified in the Indenture.

7

"Tax Event Redemption" has the meaning specified in the Indenture.

"Termination Date" means the date, if any, on which a Termination Event occurs.

"Termination Event" means the occurrence of any of the following events: (i) at any time on or prior to the Stock Purchase Date, a judgment, decree or court order shall have been entered granting relief under the Bankruptcy Code or any other similar Federal or state law, adjudicating the Company to be insolvent, or approving as properly filed a petition seeking reorganization or liquidation of the Company, and, unless such judgment, decree or order shall have been entered within 60 days prior to the Stock Purchase Date, such decree or order shall have continued undischarged and unstayed for a period of 60 days; or (ii) a judgment, decree or court order for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Company or of its property, or for the winding up or liquidation of its affairs, shall have been entered, and, unless such judgment, decree or order shall have been entered within 60 days prior to the Stock Purchase Date, such judgment, decree or order shall have continued undischarged and unstayed for a period of 60 days, or (iii) at any time on or prior to the Stock Purchase Date the Company shall file a petition for relief under the Bankruptcy Code or any other similar federal or state law, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization or liquidation under the Bankruptcy Code or any other similar federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

"Threshold Appreciation Price" has the meaning specified in Section 5.1.

"TIA" means the Trust Indenture Act of 1939, as amended.

"Trading Day" means, with respect to any subject securities, a day on which such securities (i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (ii) have traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of such securities.

"Treasury Consideration" means the Agent-purchased Treasury Consideration or the Opt-out Treasury Consideration.

"Treasury Security" means a zero coupon U.S. Treasury security (CUSIP No. 912803AB9) maturing on November 15, 2004 that by its terms will pay to its holder \$1,000 on such maturity date.

"Trust" means Boise Cascade Trust I, a statutory business trust formed under the laws of the State of Delaware, or any successor thereto by merger or consolidation.

"Underwriting Agreement" means the Underwriting Agreement dated November 29, 2001 among the Company, the Trust and the underwriters named therein.

"Unit" means a Normal Unit or a Stripped Unit.

"Vice-President" means, with respect to the Company and the Agent, any vice-president, whether or not designated by a number or a word or words added before or after the title "vice-president."

8

Section 1.2. *Compliance Certificates and Opinions.* Except as otherwise expressly provided by this Agreement, upon any application or request by the Company to the Agent to take any action under any provision of this Agreement, the Company shall furnish to the Agent an Officer's Certificate stating that all conditions precedent, if any, provided for in this Agreement relating to the proposed action have been complied with and, if requested by the Agent, 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 Agreement 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 Agreement shall include:

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

Section 1.3. *Form of Documents Delivered to Agent.* 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 Agreement, 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 by this Agreement to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by 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 Agent 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

9

writing appointing any such agent shall be sufficient for any purpose of this Agreement and (subject to Section 7.1) conclusive in favor of the Agent 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 in any manner which the Agent deems sufficient.

(c) The ownership of Units shall be proved by the Normal Units Register or the Stripped Units Register, as the case may be.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Certificate shall bind every future Holder of the same Certificate and the Holder of every Certificate 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 Agent or the Company in reliance thereon, whether or not notation of such action is made upon such Certificate.

(e) The Company may set any day as a record date for the purpose of determining the Holders of Outstanding Units entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Agreement to be given, made or taken by Holders of Units. If any record date is set pursuant to this paragraph, the Holders of the Outstanding Normal Units and the Outstanding Stripped Units, as the case may be, on such record date, and no other Holders, shall be entitled to take the relevant action with respect to the Normal Units or the Stripped Units, as the case may be, whether or not such Holders remain Holders after such record date; provided that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite number of Outstanding Units on such record date. Nothing in this paragraph shall be construed to prevent the Company from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite number of Outstanding Units on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Agent in writing and to each Holder of Units in the manner set forth in Section 1.6.

With respect to any record date set pursuant to this Section, the Company may designate any date as the "Expiration Date" and from time to time may change the Expiration Date to any earlier or later day; provided that no such change shall be effective unless notice of the proposed new Expiration Date is given to the Agent in writing, and to each Holder of Units in the manner set forth in Section 1.6, on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section, the Company shall be deemed to have initially designated the 180th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this paragraph. Notwithstanding the foregoing, no Expiration Date shall be later than the 180th day after the applicable record date.

Section 1.5. *Notices.* Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Agreement to be made upon, given or furnished to, or filed with:

(a) the Agent by any Holder or by the Company shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered, mailed, first-class postage prepaid, telecopied or delivered by overnight air courier guaranteeing next day delivery, to the Agent at 601 Union Street, Suite 1720, Seattle,

10

Washington 98101, Attention: Corporate Trust, or at any other address furnished in writing by the Agent to the Holders and the Company; or

(b) the Company by the Agent or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered, mailed, first-class postage prepaid, telecopied or delivered by overnight air courier guaranteeing next day delivery, to the Company at Boise Cascade Corporation, 1111 West Jefferson Street, Boise, Idaho 83728-0001, telecopy: (208) 384-4913, Attention: Chief Financial Officer, or at any other address furnished in writing to the Agent by the Company; or

(c) the Collateral Agent by the Agent, the Company or any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered, mailed, first-class postage prepaid, telecopied or delivered by overnight air courier guaranteeing next day delivery, addressed to the Collateral Agent at 450 West 33rd Street, New York, New York 10001, or at any other address furnished in writing by the Collateral Agent to the Agent, the Company and the Holders; or

(d) the Property Trustee by the Company shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered, mailed, first-class postage prepaid, telecopied or delivered by overnight air courier guaranteeing

next day delivery, addressed to the Property Trustee at 601 Union Street, Suite 1720, Seattle, Washington 98101, Attention: Corporate Trust, or at any other address furnished in writing by the Property Trustee to the Company; or

(e) the Indenture Trustee by the Company shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered or mailed, first-class postage prepaid, telecopied or delivered by overnight air courier guaranteeing next day delivery, addressed to the Indenture Trustee at 601 Union Street, Suite 1720, Seattle, Washington 98101, Attention: Corporate Trust, or at any other address furnished in writing by the Indenture Trustee to the Company.

Section 1.6. *Notice to Holders; Waiver.* Where this Agreement 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 its address as it appears in the applicable 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 Agreement 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 Agent, 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 Agent shall constitute a sufficient notification for every purpose hereunder.

Section 1.7. *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 1.8. *Successors and Assigns.* All covenants and agreements in this Agreement by the Company shall bind its successors and assigns, whether so expressed or not.

11

Section 1.9. *Separability Clause.* In case any provision in this Agreement or in the securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and thereof shall not in any way be affected or impaired thereby.

Section 1.10. *Benefits of Agreement.* Nothing in this Agreement or in the Units, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder and, to the extent provided hereby, the Holders, any benefits or any legal or equitable right, remedy or claim under this Agreement. The Holders from time to time shall be beneficiaries of this Agreement and shall be bound by all of the terms and conditions hereof and of the Units evidenced by their Certificates by their acceptance of delivery of such Certificates.

Section 1.11. *Governing Law.* This Agreement and the Units shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws.

Section 1.12. *Legal Holidays.* In any case where any Payment Date shall not be a Business Day, then (notwithstanding any other provision of this Agreement or the Normal Units Certificates) payments on the Preferred Securities shall not be made on such date, but such payments shall be made on the next succeeding Business Day with the same force and effect as if made on such Payment Date, provided that no interest or distributions shall accrue or be payable by the Company for the period from and after any such Payment Date, except that, if such next succeeding Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day with the same force and effect as if made on such Payment Date.

In any case where the Stock Purchase Date shall not be a Business Day, then (notwithstanding any other provision of this Agreement or the Certificates), the Purchase Contracts shall not be performed on such date, but the Purchase Contracts shall be performed on the immediately following Business Day with the same force and effect as if performed on the Stock Purchase Date.

Section 1.13. *Counterparts.* This Agreement may be executed in any number of counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 1.14. *Inspection of Agreement.* A copy of this Agreement shall be available at all reasonable times during normal business hours at the Corporate Trust Office for inspection by any Holder.

ARTICLE II CERTIFICATE FORMS

Section 2.1. *Forms of Certificates Generally.* The Normal Units Certificates (including the form of Purchase Contract forming part of the Normal Units evidenced thereby) shall be in substantially the form set forth in Exhibit A hereto, with such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as may be required by the rules of any securities exchange or quotation system on which the Normal Units are listed or quoted for trading or any depository therefor, or as may, consistently herewith, be determined by the officers of the Company executing such Normal Units Certificates, as evidenced by their execution of the Normal Units Certificates.

The definitive Normal Units Certificates shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers of the Company executing such Normal Units Certificates, consistent with the provisions of this Agreement, as evidenced by their execution thereof.

12

The Stripped Units Certificates (including the form of Purchase Contracts forming part of the Stripped Units evidenced thereby) shall be in substantially the form set forth in Exhibit B hereto, with such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as may be required by the rules of any securities exchange or the quotation system on which the Stripped Units may be listed or

quoted for trading or any depository therefor, or as may, consistently herewith, be determined by the officers of the Company executing such Stripped Units Certificates, as evidenced by their execution of the Stripped Units Certificates.

The definitive Stripped Units Certificates shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers of the Company executing the Stripped Units Certificates evidenced by such Stripped Units Certificates, consistent with the provisions of this Agreement, as evidenced by their execution thereof.

Every Global Certificate authenticated, executed on behalf of the Holders and delivered hereunder shall bear a legend in substantially the following form:

THIS CERTIFICATE IS A GLOBAL CERTIFICATE WITHIN THE MEANING OF THE PURCHASE CONTRACT AGREEMENT (AS HEREINAFTER DEFINED) AND IS REGISTERED IN THE NAME OF THE CLEARING AGENCY OR A NOMINEE THEREOF. THIS CERTIFICATE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A CERTIFICATE REGISTERED, AND NO TRANSFER OF THIS CERTIFICATE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH CLEARING AGENCY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE PURCHASE CONTRACT AGREEMENT.

Section 2.2. *Form of Agent's Certificate of Authentication.* The form of the Agent's certificate of authentication of the Normal Units shall be in substantially the form set forth on the form of the Normal Units Certificates.

The form of the Agent's certificate of authentication of the Stripped Units shall be in substantially the form set forth on the form of the Stripped Units Certificates.

ARTICLE III THE UNITS

Section 3.1. *Title and Terms; Denominations.* The aggregate number of Normal Units and Stripped Units, if any, evidenced by Certificates authenticated, executed on behalf of the Holders and delivered hereunder is limited to 3,000,000 (3,450,000 if the Underwriters' over-allotment option pursuant to the Underwriting Agreement is exercised in full), except for Certificates authenticated, executed and delivered upon registration of transfer of, in exchange for, or in lieu of, other Certificates pursuant to Section 3.4, 3.5, 3.10, 3.13, 3.14, 5.7, 5.8, or 8.5.

The Certificates shall be issuable only in registered form and only in denominations of a single Unit and any integral multiple thereof.

Section 3.2. *Rights and Obligations Evidenced by the Certificates.* Each Normal Units Certificate shall evidence the number of Normal Units specified therein, with each such Normal Unit representing the ownership by the Holder thereof of a beneficial interest in a Preferred Security or the appropriate Treasury Consideration, as the case may be, subject to the Pledge of such Preferred Security or such Treasury Consideration, as the case may be, by such Holder pursuant to the Pledge Agreement, and the rights and obligations of the Holder thereof and the Company under one Purchase Contract. The Agent as attorney-in-fact for, and on behalf of, the Holder of each Normal Unit shall pledge, pursuant to the Pledge Agreement, the Preferred Security or the appropriate Treasury Consideration, as the case may be, forming a part of such Normal Unit, to the Collateral Agent and grant to the Collateral Agent

a security interest in the right, title, and interest of such Holder in such Preferred Security or such Treasury Consideration, as the case may be, for the benefit of the Company, to secure the obligation of the Holder under each Purchase Contract to purchase the Common Stock of the Company. Prior to the purchase of shares of Common Stock under each Purchase Contract, such Purchase Contracts shall not entitle the Holders of Normal Units Certificates to any of the rights of a holder of shares of Common Stock, including, without limitation, the right to vote or receive any dividends or other payments or to consent or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or for any other matter, or any other rights whatsoever as stockholders of the Company.

Each Stripped Units Certificate shall evidence the number of Stripped Units specified therein, with each such Stripped Unit representing the ownership by the Holder thereof of a $\frac{1}{20}$ undivided beneficial interest in a Treasury Security, subject to the Pledge of such interest in such Treasury Security by such Holder pursuant to the Pledge Agreement, and the rights and obligations of the Holder thereof and the Company under one Purchase Contract. Prior to the purchase of shares of Common Stock under each Purchase Contract, such Purchase Contracts shall not entitle the Holders of Stripped Units Certificates to any of the rights of a holder of shares of Common Stock, including, without limitation, the right to vote or receive any dividends or other payments or to consent or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or for any other matter, or any other rights whatsoever as stockholders of the Company.

Section 3.3. *Execution, Authentication, Delivery and Dating.* Subject to the provisions of Sections 3.13 and 3.14, upon the execution and delivery of this Agreement, and at any time and from time to time thereafter, the Company may deliver Certificates executed by the Company to the Agent for authentication, execution on behalf of the Holders and delivery, together with its Issuer Order for authentication of such Certificates, and the Agent in accordance with such Issuer Order shall authenticate, execute on behalf of the Holders and deliver such Certificates.

The Certificates shall be executed on behalf of the Company by the Chairman of the Board, the President, any Vice President, the Controller, the Treasurer or the Corporate Secretary (or other officer performing similar functions) of the Company and delivered to the Agent. The signature of any of these officers on the Certificates may be manual or facsimile.

Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Certificates or did not hold such offices at the date of such Certificates.

No Purchase Contract evidenced by a Certificate shall be valid until such Certificate has been executed on behalf of the Holder by the manual signature of an authorized signatory of the Agent, as such Holder's attorney-in-fact. Such signature by an authorized signatory of the Agent shall be conclusive evidence that the Holder of such Certificate has entered into the Purchase Contracts evidenced by such Certificate.

Each Certificate shall be dated the date of its authentication. No Certificate shall be entitled to any benefit under this Agreement or be valid or obligatory for any purpose unless there appears on such Certificate a certificate of authentication substantially in the form provided for herein executed by an authorized

signatory of the Agent by manual signature, and such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered hereunder.

Section 3.4. *Temporary Certificates.* Pending the preparation of definitive Certificates, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holders, and deliver, in lieu of such definitive Certificates, temporary Certificates which are in

14

substantially the forms set forth in Exhibit A and Exhibit B hereto, as the case may be, with such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as may be required by the rules of any securities exchange on which the Normal Units or Stripped Units, as the case may be, are listed, or as may, consistently herewith, be determined by the officers of the Company executing such Certificates, as evidenced by their execution of the Certificates.

If temporary Certificates are issued, the Company will cause definitive Certificates to be prepared without unreasonable delay. After the preparation of definitive Certificates, the temporary Certificates shall be exchangeable for definitive Certificates upon surrender of the temporary Certificates at the Corporate Trust Office, at the expense of the Company and without charge to the Holder. Upon surrender for cancellation of any one or more temporary Certificates, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holder, and deliver in exchange therefor, one or more definitive Certificates of like tenor and denominations and evidencing a like number of Normal Units or Stripped Units, as the case may be, as the temporary Certificate or Certificates so surrendered. Until so exchanged, the temporary Certificates shall in all respects evidence the same benefits and the same obligations with respect to the Normal Units or Stripped Units, as the case may be, evidenced thereby as definitive Certificates.

Section 3.5. *Registration; Registration of Transfer and Exchange.* The Agent shall keep at the Corporate Trust Office a register (the "Normal Units Register") in which, subject to such reasonable regulations as it may prescribe, the Agent shall provide for the registration of Normal Units Certificates and of transfers of Normal Units Certificates (the Agent, in such capacity, the "Normal Units Registrar") and a register (the "Stripped Units Register") in which, subject to such reasonable regulations as it may prescribe, the Agent shall provide for the registration of the Stripped Units Certificates and transfers of Stripped Units Certificates (the Agent, in such capacity, the "Stripped Units Registrar").

Upon surrender for registration of transfer of any Certificate at the Corporate Trust Office, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the designated transferee or transferees, and deliver, in the name of the designated transferee or transferees, one or more new Certificates of like tenor and denominations, and evidencing a like number of Normal Units or Stripped Units, as the case may be.

At the option of the Holder, Certificates may be exchanged for other Certificates, of like tenor and denominations and evidencing a like number of Normal Units or Stripped Units, as the case may be, upon surrender of the Certificates to be exchanged at the Corporate Trust Office. Whenever any Certificates are so surrendered for exchange, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holder, and deliver the Certificates which the Holder making the exchange is entitled to receive.

All Certificates issued upon any registration of transfer or exchange of a Certificate shall evidence the ownership of the same number of Normal Units or Stripped Units, as the case may be, and be entitled to the same benefits and subject to the same obligations, under this Agreement as the Normal Units or Stripped Units, as the case may be, evidenced by the Certificate surrendered upon such registration of transfer or exchange.

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

No service charge shall be made for any registration of transfer or exchange of a Certificate, but the Company and the Agent may require payment from the Holder of a sum sufficient to cover any tax

15

or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Certificates, other than any exchanges pursuant to Sections 3.6, 3.9 and 8.5 not involving any transfer.

Notwithstanding the foregoing, the Company shall not be obligated to execute and deliver to the Agent, and the Agent shall not be obligated to authenticate, execute on behalf of the Holder and deliver, any Certificate presented or surrendered for registration of transfer or for exchange on or after the Business Day immediately preceding the earlier of the Stock Purchase Date or the Termination Date. In lieu of delivery of a new Certificate, upon satisfaction of the applicable conditions specified above in this Section and receipt of appropriate registration or transfer instructions from such Holder, the Agent shall (i) if the Stock Purchase Date has occurred, deliver the shares of Common Stock issuable in respect of the Purchase Contracts forming a part of the Units evidenced by such Certificate, (ii) in the case of Normal Units, if a Termination Event shall have occurred prior to the Stock Purchase Date, transfer the Preferred Securities or the appropriate Treasury Consideration, as applicable, relating to such Normal Units, or (iii) in the case of Stripped Units, if a Termination Event shall have occurred prior to the Stock Purchase Date, transfer the Treasury Securities relating to such Stripped Units, in each case subject to the applicable conditions and in accordance with the applicable provisions of Article Five.

Section 3.6. *Book-Entry Interests.* The Certificates, on original issuance, will be issued in the form of one or more fully registered Global Certificates, to be delivered to the Depository by, or on behalf of, the Company. Each such Global Certificate shall initially be registered on the books and records of the Company in the name of Cede & Co., the nominee of the Depository, and no Beneficial Owner will receive a definitive Certificate representing such Beneficial Owner's interest in such Global Certificate, except as provided in Section 3.9. The Agent shall enter into an agreement with the Depository if so requested by the Company. Unless and until definitive, fully registered Certificates have been issued to Beneficial Owners pursuant to Section 3.9:

(a) the provisions of this Section 3.6 shall be in full force and effect;

(b) the Company shall be entitled to deal with the Clearing Agency for all purposes of this Agreement (including receiving approvals, votes or consents hereunder) as the Holder of the Units and the sole holder of the Global Certificate(s) and shall have no obligation to the Beneficial Owners;

(c) to the extent that the provisions of this Section 3.6 conflict with any other provisions of this Agreement, the provisions of this Section 3.6 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 Clearing Agency Participants. The Clearing Agency will make book-entry transfers among Clearing Agency Participants.

Section 3.7. *Notices to Holders.* Whenever a notice or other communication to the Holders is required to be given under this Agreement, the Company or the Company's agent shall give such notices and communications to the Holders and, with respect to any Units registered in the name of a Clearing Agency or the nominee of a Clearing Agency, the Company or the Company's agent shall, except as set forth herein, have no obligations to the Beneficial Owners.

16

Section 3.8. *Appointment of Successor Clearing Agency.* If any Clearing Agency elects to discontinue its services as securities depository with respect to the Units, the Company may, in its sole discretion, appoint a successor Clearing Agency with respect to the Units.

Section 3.9. *Definitive Certificates.* If (i) a Clearing Agency elects to discontinue its services as securities depository with respect to the Units and a successor Clearing Agency is not appointed within 90 days after such discontinuance pursuant to Section 3.8, (ii) the Company elects to terminate the book-entry system through the Clearing Agency with respect to the Units, or (iii) there shall have occurred and be continuing a default by the Company in respect of its obligations under one or more Purchase Contracts, then upon surrender of the Global Certificates representing the Book-Entry Interests with respect to the Units by the Clearing Agency, accompanied by registration instructions, the Company shall cause definitive Certificates to be delivered to Beneficial Owners in accordance with the instructions of the Clearing Agency. The Company shall not be liable for any delay in delivery of such instructions and may conclusively rely on and shall be protected in relying on, such instructions.

Section 3.10. *Mutilated, Destroyed, Lost and Stolen Certificates.* If any mutilated Certificate is surrendered to the Agent, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holder, and deliver in exchange therefor, a new Certificate at the cost of the Holder, evidencing the same number of Normal Units or Stripped Units, as the case may be, and bearing a Certificate number not contemporaneously outstanding.

If there shall be delivered to the Company and the Agent (i) evidence to their satisfaction of the destruction, loss or theft of any Certificate, and (ii) such security or indemnity at the cost of the Holder as may be required by them to hold each of them and any agent of any of them harmless, then, in the absence of notice to the Company or the Agent that such Certificate has been acquired by a bona fide purchaser, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holder, and deliver to the Holder, in lieu of any such destroyed, lost or stolen Certificate, a new Certificate, evidencing the same number of Normal Units or Stripped Units, as the case may be, and bearing a Certificate number not contemporaneously outstanding.

Notwithstanding the foregoing, the Company shall not be obligated to execute and deliver to the Agent, and the Agent shall not be obligated to authenticate, execute on behalf of the Holder, and deliver to the Holder, a Certificate on or after the Business Day immediately preceding the earlier of the Stock Purchase Date or the Termination Date. In lieu of delivery of a new Certificate, upon satisfaction of the applicable conditions specified above in this Section and receipt of appropriate registration or transfer instructions from such Holder, the Agent shall (i) if the Stock Purchase Date has occurred, deliver the shares of Common Stock issuable in respect of the Purchase Contracts forming a part of the Units evidenced by such Certificate, or (ii) if a Termination Event shall have occurred prior to the Stock Purchase Date, transfer the Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities, as the case may be, evidenced thereby, in each case subject to the applicable conditions and in accordance with the applicable provisions of Article Five.

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

Every new Certificate issued pursuant to this Section in lieu of any destroyed, lost or stolen Certificate shall constitute an original additional contractual obligation of the Company and of the Holder in respect of the Unit evidenced thereby, whether or not the destroyed, lost or stolen Certificate (and the Units evidenced thereby) shall be at any time enforceable by anyone, and shall be entitled to all the benefits and be subject to all the obligations of this Agreement equally and proportionately with any and all other Certificates delivered hereunder.

17

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 Certificates.

Section 3.11. *Persons Deemed Owners.* Prior to due presentment of a Certificate for registration of transfer, the Company and the Agent, and any agent of the Company or the Agent, may treat the Person in whose name such Certificate is registered as the owner of the Units evidenced thereby, for the purpose of receiving distributions on the Preferred Securities, performance of the Purchase Contracts and for all other purposes whatsoever, whether or not any such distributions constituting a part of the Units evidenced thereby shall be overdue and notwithstanding any notice to the contrary, and neither the Company nor the Agent, nor any agent of the Company or the Agent, shall be affected by notice to the contrary.

Notwithstanding the foregoing, with respect to any Global Certificate, nothing herein shall prevent the Company, the Agent or any agent of the Company or the Agent, from giving effect to any written certification, proxy or other authorization furnished by any Clearing Agency (or its nominee), as a Holder, with respect to such Global Certificate or impair, as between such Clearing Agency and owners of beneficial interests in such Global Certificate, the operation of customary practices governing the exercise of rights of such Clearing Agency (or its nominee) as Holder of such Global Certificate.

Section 3.12. *Cancellation.* All Certificates surrendered (i) for delivery of shares of Common Stock on or after any Settlement Date; (ii) upon the transfer of Preferred Securities, the appropriate Treasury Consideration or Treasury Securities, as the case may be, after the occurrence of a Termination Event; (iii) upon the registration of a transfer or exchange of a Unit shall, if surrendered to any Person other than the Agent, be delivered to the Agent and, if not already cancelled, shall be promptly cancelled by it. The Company may at any time deliver to the Agent for cancellation any Certificates previously authenticated, executed and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Certificates so delivered shall, upon Issuer Order, be promptly cancelled by the Agent. No Certificates shall be authenticated, executed on behalf of the Holder and delivered in lieu of or in exchange for any Certificates

cancelled as provided in this Section, except as expressly permitted by this Agreement. All cancelled Certificates held by the Agent shall be disposed of by the Agent in accordance with its customary procedures.

If the Company or any Affiliate of the Company shall acquire any Certificate, such acquisition shall not operate as a cancellation of such Certificate unless and until such Certificate is delivered to the Agent cancelled or for cancellation.

Section 3.13. *Establishment of Stripped Units.* A Holder may separate the Pledged Preferred Securities or Treasury Consideration, as applicable, from the related Purchase Contracts in respect of the Normal Units held by such Holder by substituting for such Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, Treasury Securities as set forth below (a "Collateral Substitution"), at any time from and after the date of this Agreement and on or prior to the second Business Day immediately preceding the Stock Purchase Date. To effect a Collateral Substitution, a Holder should (a) deposit with the Collateral Agent Treasury Securities having an aggregate principal amount equal to the aggregate Stated Amount of such Normal Units, and (b) transfer the related Normal Units to the Agent accompanied by a notice to the Agent, substantially in the form of Exhibit D hereto, stating that the Holder has transferred the relevant amount of Treasury Securities to the Collateral Agent and requesting that the Agent instruct the Collateral Agent to release the Preferred Securities or Pledged Treasury Consideration, as the case may be, underlying such Normal Units, whereupon the Agent shall promptly give such instruction to the Collateral Agent, substantially in the form of Exhibit C hereto. Notwithstanding the foregoing, a Holder may not separate the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, from the related Purchase Contracts in respect of the Normal Units held by such Holder after the fifth Business Day before the

18

Remarketing Date or any Subsequent Remarketing Date. Upon receipt of the Treasury Securities described in clause (a) above and the instruction described in clause (b) above, in accordance with the terms of the Pledge Agreement, the Collateral Agent will release to the Agent, on behalf of the Holder, such Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, from the Pledge, free and clear of the Company's security interest therein, and upon receipt thereof the Agent shall promptly:

- (i) cancel the related Normal Units;
- (ii) transfer the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, to the Holder; and
- (iii) authenticate, execute on behalf of such Holder and deliver a Stripped Units Certificate executed by the Company in accordance with Section 3.3 evidencing the same number of Purchase Contracts as were evidenced by the cancelled Normal Units.

Holders who elect to separate the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, from the related Purchase Contract and to substitute Treasury Securities for such Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, shall be responsible for any fees or expenses payable to the Collateral Agent for its services as Collateral Agent in respect of the substitution, and the Company shall not be responsible for any such fees or expenses.

Holders may make Collateral Substitutions (i) if Treasury Securities are being substituted for Pledged Preferred Securities, only in integral multiples of 20 Normal Units, or (ii) if the Collateral Substitutions occur after the Remarketing Date or any Subsequent Remarketing Date, as the case may be, only in integral multiples of Normal Units such that the Treasury Securities to be deposited and the Treasury Consideration to be released are in integral multiples of \$1,000.

In the event a Holder making a Collateral Substitution pursuant to this Section 3.13 fails to effect a book-entry transfer of the Normal Units or fails to deliver a Normal Units Certificate to the Agent after depositing Treasury Securities with the Collateral Agent, the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, constituting a part of such Normal Units, and any distributions on such Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, shall be held in the name of the Agent or its nominee in trust for the benefit of such Holder, until such Normal Units are so transferred or the Normal Units Certificate is so delivered, as the case may be, or, with respect to a Normal Units Certificate, such Holder provides evidence satisfactory to the Company and the Agent that such Normal Units Certificate has been destroyed, lost or stolen, together with any indemnity that may be required by the Agent and the Company.

Except as described in this Section 3.13, for so long as the Purchase Contract underlying a Normal Unit remains in effect, such Normal Unit shall not be separable into its constituent parts, and the rights and obligations of the Holder of such Normal Unit in respect of the Preferred Security or the appropriate Treasury Consideration, as the case may be, and the Purchase Contract comprising such Normal Unit may be acquired, and may be transferred and exchanged, only as a Normal Unit.

Section 3.14. *Reestablishment of Normal Units.* A Holder of Stripped Units may reestablish Normal Units at any time (i) on or prior to the fifth Business Day immediately preceding the Stock Purchase Date, if a Tax Event Redemption has not occurred, and (ii) on or prior to the second Business Day immediately preceding the Stock Purchase Date, if a Tax Event Redemption has occurred, in each case, by (a) depositing with the Collateral Agent the Preferred Securities or the appropriate Treasury Consideration (and identified by reference to the Treasury Consideration then comprising Normal Units), as the case may be, then comprising such number of Normal Units as is equal to such Stripped Units and (b) transferring such Stripped Units to the Agent accompanied by a notice to the Agent, substantially in the form of Exhibit D hereto, stating that the Holder has transferred the relevant amount of Preferred Securities or the appropriate Treasury Consideration, as

19

the case may be, to the Collateral Agent and requesting that the Agent instruct the Collateral Agent to release the Pledged Treasury Securities underlying such Stripped Unit, whereupon the Agent shall promptly give such instruction to the Collateral Agent, substantially in the form of Exhibit C hereto. Notwithstanding the foregoing, a Holder may not reestablish Normal Units during the period beginning on the fourth Business Day prior to the Remarketing Date or any Subsequent Remarketing Date, as the case may be, and ending at 5:00 p.m., New York City time, on the third Business Day following such dates. Upon receipt of the Preferred Securities or the appropriate Treasury Consideration, as the case may be, described in clause (a) above and the instruction described in clause (b) above, in accordance with the terms of the Pledge Agreement, the Collateral Agent will release to the Agent, on behalf of the Holder, such Pledged Treasury Securities from the Pledge, free and clear of the Company's security interest therein, and upon receipt thereof the Agent shall promptly:

- (i) cancel the related Stripped Units;

(ii) transfer the Pledged Treasury Securities to the Holder; and

(iii) authenticate, execute on behalf of such Holder and deliver a Normal Units Certificate executed by the Company in accordance with Section 3.3 evidencing the same number of Purchase Contracts as were evidenced by the cancelled Stripped Units.

Holders of Stripped Units may reestablish Normal Units (i) only in integral multiples of 20 Stripped Units for 20 Normal Units or (ii) if the reestablishment occurs after a Tax Event Redemption has occurred or after the Remarketing Date or any Subsequent Remarketing Date, only in integral multiples of Stripped Units such that the Treasury Consideration to be deposited and the Treasury Securities to be released are in integral multiples of \$1,000.

Except as provided in this Section 3.14, for so long as the Purchase Contract underlying a Stripped Unit remains in effect, such Stripped Unit shall not be separable into its constituent parts, and the rights and obligations of the Holder of such Stripped Unit in respect of the Treasury Security and Purchase Contract comprising such Stripped Unit may be acquired, and may be transferred and exchanged, only as a Stripped Unit.

Section 3.15. *Transfer of Collateral upon Occurrence of Termination Event.* Upon the occurrence of a Termination Event and the transfer to the Agent of the Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities, as the case may be, underlying the Normal Units and the Stripped Units pursuant to the terms of the Pledge Agreement, the Agent shall request transfer instructions with respect to the Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities, as the case may be, from each Holder by written request mailed to such Holder at its address as it appears in the Normal Units Register or the Stripped Units Register, as the case may be. Upon book-entry transfer of the Normal Units or Stripped Units or delivery of a Normal Units Certificate or Stripped Units Certificate to the Agent with such transfer instructions, the Agent shall transfer the Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities, as the case may be, underlying such Normal Units or Stripped Units, as the case may be, to such Holder by book-entry transfer, or other appropriate procedures, in accordance with such instructions. In the event a Holder of Normal Units or Stripped Units fails to effect such transfer or delivery, the Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities, as the case may be, underlying such Normal Units or Stripped Units, as the case may be, and any distributions thereon, shall be held in the name of the Agent or its nominee in trust for the benefit of such Holder, until such Normal Units or Stripped Units are transferred or the Normal Units Certificate or Stripped Units Certificate is surrendered or such Holder provides satisfactory evidence that such Normal Units Certificate or Stripped Units Certificate has been destroyed, lost or stolen, together with any indemnity that may be required by the Agent and the Company.

20

Section 3.16. *No Consent to Assumption.* Each Holder of a Unit, by acceptance thereof, shall be deemed expressly to have withheld any consent to the assumption under Section 365 of the Bankruptcy Code or otherwise, of the Purchase Contract by the Company, any receiver, liquidator or person or entity performing similar functions or its trustee in the event that the Company becomes the debtor under the Bankruptcy Code or subject to other similar state or federal law providing for reorganization or liquidation.

Section 3.17 *CUSIP Numbers.* The Trust in issuing the Preferred 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 the Preferred 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 Preferred 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 Preferred Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

ARTICLE IV THE PREFERRED SECURITIES

Section 4.1. *Payment of Distributions; Rights to Distributions Preserved; Notice.* A distribution on any Preferred Security or a payment on any Treasury Consideration, as the case may be, which is paid on any Payment Date shall, subject to receipt thereof by the Agent from the Collateral Agent as provided by the terms of the Pledge Agreement, be paid to the Person in whose name the Normal Units Certificate (or one or more Predecessor Normal Units Certificates) of which such Preferred Security or the appropriate Treasury Consideration, as the case may be, is a part is registered at the close of business on the Record Date for such Payment Date.

Each Normal Units Certificate evidencing Preferred Securities delivered under this Agreement upon registration of transfer of or in exchange for or in lieu of any other Normal Units Certificate shall carry the rights to distributions accumulated and unpaid, and to accumulate distributions, which were carried by the Preferred Securities underlying such other Normal Units Certificate.

In the case of any Normal Unit with respect to which Early Settlement of the underlying Purchase Contract is effected on an Early Settlement Date, or with respect to which Merger Early Settlement of the underlying Purchase Contract is effected on a Merger Early Settlement Date, or with respect to which a Collateral Substitution is effected, in each case on a date that is after any Record Date and on or prior to the next succeeding Payment Date, distributions on the Preferred Security or payments on the appropriate Treasury Consideration, as the case may be, underlying such Normal Unit otherwise payable on such Payment Date shall be payable on such Payment Date notwithstanding such Early Settlement, Merger Early Settlement or Collateral Substitution, as the case may be, and such distributions shall, subject to receipt thereof by the Agent, be payable to the Person in whose name the Normal Units Certificate (or one or more Predecessor Normal Units Certificates) was registered at the close of business on the Record Date. Except as otherwise expressly provided in the immediately preceding sentence, in the case of any Normal Unit with respect to which Early Settlement or Merger Early Settlement of the underlying Purchase Contract is effected, or with respect to which a Collateral Substitution has been effected, distributions on the related Preferred Securities or payments on the appropriate Treasury Consideration, as the case may be, that would otherwise be payable after the applicable Settlement Date or after such Collateral Substitution, as the case may be, shall not be payable hereunder to the Holder of such Normal Unit; provided, that to the extent that such Holder continues to hold the Separate Preferred Securities that formerly comprised a part of such Holder's Normal Units, such Holder shall be entitled to receive the distributions on such Separate Preferred Securities.

21

Section 4.2. *Notice and Voting.* Under the terms of the Pledge Agreement, the Agent will be entitled to exercise the voting and any other consensual rights pertaining to the Pledged Preferred Securities but only to the extent instructed by the Holders as described below. Upon receipt of notice of any meeting at which holders of Preferred Securities are entitled to vote or upon any solicitation of consents, waivers or proxies of holders of Preferred Securities, the Agent shall, as soon as practicable thereafter, mail to the Holders of Normal Units a notice (a) containing such information as is contained in the notice or solicitation, (b) stating that each Holder on the record date set by the Agent therefor (which, to the extent possible, shall be the same date as the record date for determining the holders

of Preferred Securities entitled to vote) shall be entitled to instruct the Agent as to the exercise of the voting rights pertaining to the Pledged Preferred Securities underlying their Normal Units and (c) stating the manner in which such instructions may be given. Upon the written request of the Holders of Normal Units on such record date, the Agent shall endeavor insofar as practicable to vote or cause to be voted, in accordance with the instructions set forth in such requests, the maximum number of Pledged Preferred Securities as to which any particular voting instructions are received. In the absence of specific instructions from the Holder of a Normal Unit, the Agent shall abstain from voting the Pledged Preferred Security underlying such Normal Unit. The Company hereby agrees, if applicable, to solicit Holders of Normal Units to timely instruct the Agent in order to enable the Agent to vote such Pledged Preferred Securities and the Trust shall covenant to such effect in the Declaration.

Section 4.3. *Distribution of Senior Debentures.* Upon a voluntary or involuntary dissolution of the Trust in accordance with the Declaration, the Liquidation Distribution (as defined in the Declaration) shall be delivered to the Collateral Agent in exchange for the Pledged Preferred Securities. Thereafter, the applicable part of the Liquidation Distribution (as defined in the Declaration) will be substituted for the Pledged Preferred Securities, and will be held by the Collateral Agent in accordance with the terms of the Pledge Agreement to secure the obligations of each Holder of Normal Units to purchase the Common Stock of the Company under the Purchase Contracts constituting a part of such Normal Units. The remaining portion of the Liquidation Distribution shall be distributed to the Holders of Separate Preferred Securities (as defined in the Pledge Agreement). Following a voluntary or involuntary dissolution of the Trust, the Holders and the Collateral Agent shall have such security interests, rights and obligations with respect to the Liquidation Distribution as the Holders and the Collateral Agent had in respect of the Pledged Preferred Securities as provided in Articles II, III, IV, V and VI of the Pledge Agreement, and, unless the context otherwise requires, any reference herein to the Preferred Securities or Pledged Preferred Securities shall be deemed to be a reference to such Senior Debentures. The Company may cause to be made in any Normal Units Certificates thereafter to be issued such change in phraseology and form (but not in substance) as may be appropriate to reflect the liquidation of the Trust and the substitution of Senior Debentures for Preferred Securities as Collateral.

Section 4.4. *Tax Event Redemption.* Upon the occurrence of a Tax Event Redemption prior to the Stock Purchase Date or any Remarketing Date, the Redemption Amount payable to the Agent on behalf of the Holders of Normal Units on the Redemption Date with respect to the Preferred Securities shall be delivered by the Agent to the Collateral Agent in exchange for the Pledged Preferred Securities. Pursuant to the terms of the Pledge Agreement, the Collateral Agent will apply an amount equal to the Redemption Amount to purchase on behalf of the Holders of Normal Units, on a pro rata basis, the Redemption Treasury Portfolio and promptly remit the remaining portion of such Redemption Amount, if any, to the Agent for payment to the Holders of such Normal Units on a pro rata basis. The Redemption Treasury Portfolio will be substituted for the Pledged Preferred Securities, and will be held by the Collateral Agent in accordance with the terms of the Pledge Agreement to secure the obligation of each Holder of a Normal Unit to purchase the Common Stock of the Company under the Purchase Contract constituting a part of such Normal Unit. Following the occurrence of a Tax Event Redemption prior to the Stock Purchase Date or any Remarketing Date, the Holders of Normal Units and the Collateral Agent shall have such security interests, rights and

22

obligations with respect to the Redemption Treasury Portfolio as the Holder of Normal Units and the Collateral Agent had in respect of the Preferred Securities subject to the Pledge thereof as provided in Articles II, III, IV, V, and VI of the Pledge Agreement, and any reference herein to the Preferred Securities shall be deemed to be reference to such Redemption Treasury Portfolio. The Company may cause to be made in any Normal Unit Certificates thereafter to be issued such change in phraseology and form (but not in substance) as may be appropriate to reflect the liquidation of the Trust and the substitution of the Redemption Treasury Portfolio for Preferred Securities as collateral.

Section 4.5 *Consent to Treatment for Tax Purposes.* Each Holder of a Unit, by its acceptance thereof, covenants and agrees to treat itself as the owner, for United States federal, state and local income and franchise tax purposes, of (i) the related Preferred Securities or the appropriate Treasury Consideration, in the case of the Normal Units, or (ii) the Treasury Securities, in the case of the Stripped Units. Each Holder of Normal Units, by its acceptance thereof, further covenants and agrees to treat the Preferred Securities as indebtedness of the Company for United States federal, state and local income and franchise tax purposes.

ARTICLE V THE PURCHASE CONTRACTS; THE REMARKETING

Section 5.1. *Purchase of Shares of Common Stock.* Each Purchase Contract shall, unless an Early Settlement has occurred in accordance with Section 5.7, or a Merger Early Settlement has occurred in accordance with Section 5.8, obligate the Holder of the related Unit to purchase, and the Company to sell, on the Stock Purchase Date at a price equal to \$50 (the "Purchase Price"), a number of newly issued shares of Common Stock equal to the Settlement Rate unless, on or prior to the Stock Purchase Date, there shall have occurred a Termination Event with respect to the Unit of which such Purchase Contract is a part. The "Settlement Rate" is equal to (a) if the Average Trading Price (as defined below) is equal to or greater than \$38.88 (the "Threshold Appreciation Price"), 1.2860 shares of Common Stock per Purchase Contract, (b) if the Average Trading Price is less than the Threshold Appreciation Price, but is greater than \$31.87, the number of shares of Common Stock per Purchase Contract equal to the Stated Amount of the related Unit divided by the Average Trading Price and (c) if the Average Trading Price is less than \$31.87, 1.5689 shares of Common Stock per Purchase Contract, in each case subject to adjustment as provided in Section 5.4 (and in each case rounded upward or downward to the nearest 1/10,000th of a share). As provided in Section 5.10, no fractional shares of Common Stock will be issued upon settlement of Purchase Contracts.

The "Average Trading Price" means the average of the Closing Price per share of Common Stock on each of the 20 consecutive Trading Days ending on the third Trading Day immediately preceding the Stock Purchase Date. The "Closing Price" of the Common Stock on any date of determination means the closing sale price (or, if no closing price is reported, the last reported sale price) of the Common Stock on the New York Stock Exchange (the "NYSE") on such date or, if the Common Stock is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which the Common Stock is so listed, or if the Common Stock is not so listed on a United States national or regional securities exchange, as reported by The Nasdaq Stock Market, or, if the Common Stock is not so reported, the last quoted bid price for the Common Stock in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if such bid price is not available, the market value of the Common Stock on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company.

Each Holder of a Unit, by its acceptance thereof, irrevocably authorizes the Agent to enter into and perform the related Purchase Contract on its behalf as its attorney-in-fact (including the execution of Certificates on behalf of such Holder), agrees to be bound by the terms and provisions thereof,

23

covenants and agrees to perform its obligations under such Purchase Contracts, and consents to the provisions hereof, irrevocably authorizes the Agent as its attorney-in-fact to enter into and perform the Pledge Agreement on its behalf as its attorney-in-fact, and consents to and agrees to be bound by the Pledge of the

Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities pursuant to the Pledge Agreement; provided that upon a Termination Event, the rights of the Holder of such Unit under the Purchase Contract may be enforced without regard to any other rights or obligations. Each Holder of a Unit, by its acceptance thereof, further covenants and agrees, that, to the extent and in the manner provided in Section 5.2 and the Pledge Agreement, but subject to the terms thereof, payments in respect of the Preferred Securities, the appropriate Treasury Consideration or the Treasury Securities to be paid upon settlement of such Holder's obligations to purchase Common Stock under the Purchase Contract, shall be paid on the Stock Purchase Date by the Collateral Agent to the Company in satisfaction of such Holder's obligations under such Purchase Contract.

Upon registration of transfer of a Certificate, the transferee shall be bound (without the necessity of any other action on the part of such transferee) under the terms of this Agreement, the Purchase Contracts underlying such Certificate and the Pledge Agreement, and the transferor shall be released from the obligations under this Agreement, the Purchase Contracts underlying the Certificates so transferred and the Pledge Agreement. The Company covenants and agrees, and each Holder of a Certificate, by its acceptance thereof, likewise covenants and agrees, to be bound by the provisions of this paragraph.

Section 5.2. *Payment of Purchase Price; Remarketing.* (a) Unless a Tax Event Redemption, Termination Event, Early Settlement or Merger Early Settlement has occurred, the settlement of the Purchase Contract underlying a Unit will be made in accordance with this Section 5.2.

(b)(i) The Company shall engage a nationally recognized investment bank (the "Remarketing Agent") pursuant to the Remarketing Agreement (substantially in the form attached hereto as Exhibit E, with such changes and modifications as the parties thereto may agree on) to sell the Preferred Securities of Holders of Normal Units, other than Holders that have elected not to participate in the remarketing pursuant to (iv) below, and holders of Separate Preferred Securities that have elected to participate in the remarketing pursuant to (iv) below and the procedures set forth in Section 4.5(c) of the Pledge Agreement. On the seventh Business Day prior to September 16, 2004, the Agent shall give Holders of Normal Units and holders of Separate Preferred Securities notice of remarketing in *The Wall Street Journal*, or if such publication ceases to publish notices of such type, or if it is otherwise impractical to publish such notice therein, in such other daily newspaper of general circulation in The City of New York, published in the English language, as the Company may reasonably determine, including the specific U.S. Treasury security or securities (including the CUSIP number and/or the principal terms of such Treasury security or securities), described in clause (iv) below, that must be delivered by Holders of Normal Units that elect not to participate in the remarketing pursuant to (iv) below, no later than 10:00 a.m., New York City time, on the Remarketing Date. The Agent shall notify the Remarketing Agent and the Collateral Agent of the aggregate number of Preferred Securities of Normal Unit Holders to be remarketed no later than 10:00 a.m., New York City time, on the Remarketing Date. On the Remarketing Date, no later than 10:00 a.m., New York City time, pursuant to the terms of the Pledge Agreement, the Custodial Agent will notify the Remarketing Agent of the aggregate number of Separate Preferred Securities to be remarketed. No later than 10:00 a.m., New York City time, on the Remarketing Date, the Collateral Agent and the Custodial Agent, pursuant to the terms of the Pledge Agreement, will deliver for remarketing to the Remarketing Agent all Preferred Securities to be remarketed. The Remarketing Agent will use the proceeds from a successful remarketing to purchase the appropriate U.S. Treasury securities (the "Agent-purchased Security Treasury Consideration") described in clauses (i)(1) and (ii)(1) of the definition of Remarketing Value in respect of the Preferred Securities of Holders of Normal Units

24

that were remarketed. On or prior to the third Business Day following the Remarketing Date, the Remarketing Agent shall deliver such Agent-purchased Treasury Consideration to the Agent, which shall thereupon deliver such Agent-purchased Treasury Consideration to the Collateral Agent. The Collateral Agent, for the benefit of the Company, will thereupon apply such Agent-purchased Treasury Consideration, in accordance with the Pledge Agreement, to secure such Holders' obligations under the Purchase Contracts. The Remarketing Agent will deduct as a remarketing fee an amount not exceeding 25 basis points (.25%) of the total proceeds from the remarketing. The Remarketing Agent will remit (1) the portion of the proceeds from the remarketing attributable to the Separate Preferred Securities to the holders of Separate Preferred Securities that were remarketed and (2) the remaining portion of the proceeds, less those proceeds used to purchase the Agent-purchased Treasury Consideration, to the Agent for the benefit of the Holders of the Normal Units that were remarketed, all determined on a pro rata basis, in each case, on or prior to the third Business Day following the Remarketing Date. Holders whose Preferred Securities are so remarketed will not otherwise be responsible for the payment of any Remarketing Fee in connection therewith.

The "Remarketing Value" means the sum of (i) the value at the Remarketing Date or the Subsequent Remarketing Date, as the case may be, of U.S. Treasury securities that will pay, on or prior to the Quarterly Payment Date falling on the Stock Purchase Date, an amount of cash equal to the aggregate distributions that are scheduled to be payable on that Quarterly Payment Date, on (1) the Preferred Securities which are included in Normal Units and (2) no distribution payment on the Preferred Securities will then have been deferred and the distribution rate on the Preferred Securities is equal to the Coupon Rate, and (ii) the value at the Remarketing Date or the Subsequent Remarketing Date, as the case may be, of U.S. Treasury securities that will pay, on or prior to the Stock Purchase Date, an amount of cash equal to the Stated Amount of (1) such Preferred Securities that are included in Normal Units and (2) the Separate Preferred Securities, in each case, which are participating in the remarketing; provided that for purposes of clauses (i) and (ii), above, the Remarketing Value shall be calculated on the assumptions that the U.S. Treasury securities are highly liquid and mature on or within 35 days prior to the Stock Purchase Date, as determined in good faith by the Remarketing Agent in a manner intended to minimize the Remarketing Value, and the U.S. Treasury securities are valued based on the ask-side price of the Treasury securities at a time between 9:00 a.m. and 11:00 a.m., New York City time, selected by the Remarketing Agent, on the Remarketing Date or Subsequent Remarketing Date, as the case may be, as determined on a third-day settlement basis by a reasonable and customary means selected in good faith by the Remarketing Agent, plus accrued interest to that date.

25

(ii) If, in spite of using its commercially reasonable best efforts, the Remarketing Agent cannot remarket the Preferred Securities included in the remarketing at a price equal to at least 100.5% of the Remarketing Value, the remarketing will be deemed to have failed (a "Failed Remarketing"). If the Remarketing Agent cannot remarket the Preferred Securities on the Remarketing Date, the Remarketing Agent shall use its commercially reasonable best efforts to attempt to remarket Preferred Securities on each of the two Business Days immediately following the Remarketing Date and, if necessary, on each of the three Business Days immediately preceding November 1, 2004, and if necessary, on each of the three Business Days immediately preceding the Stock Purchase Date in accordance with the remarketing procedures described in this Section 5.2(b) and the Pledge Agreement. Any Subsequent Remarketing shall be conducted in accordance with the dates and procedures set forth in this Section 5.2(b) and the Remarketing Agreement, provided that (i) the notice of any Subsequent Remarketing cannot be given until the Failed Remarketing notice (referred to below) has been published in respect of any immediately preceding Failed Remarketing and (ii) the settlement date in respect of any Subsequent Remarketing must fall no later than on the Business Day immediately preceding the Stock Purchase Date. If by the Stock Purchase Date the Remarketing Agent has failed to remarket the Preferred Securities at 100.5% of the Remarketing Value, in accordance with the terms of the Pledge Agreement, the Collateral Agent, for the benefit of the Company, may exercise its rights as a secured party with respect to such Preferred Securities, including those actions specified in (b)(iii) below; provided, that if upon a Failed Remarketing the Collateral Agent exercises such rights for the benefit of the Company with respect to such Preferred Securities, any

accumulated and unpaid distributions on such Preferred Securities will become payable by the Company to the Agent for payment to the Holder of the Normal Units to which such Preferred Securities relates. Such payment will be made by the Company on or prior to 11:00 a.m., New York City time, on the Stock Purchase Date in lawful money of the United States by certified or cashiers' check or wire transfer in immediately available funds payable to or upon the order of the Agent. The Company will cause a notice of any Failed Remarketing to be published on the second Business Day following any Failed Remarketing in *The Wall Street Journal*, or if such publication ceases to publish notices of such type or if it is otherwise impractical to publish such notice therein, in such other daily newspaper of general circulation in The City of New York, published in the English language, as the Company may reasonably determine.

- (iii) With respect to any Preferred Securities which constitute part of Normal Units which are subject to a Failed Remarketing, the Collateral Agent for the benefit of the Company reserves all of its rights as a secured party with respect thereto and, subject to applicable law and paragraph (e) below, may, among other things, (x) retain such Trust Preferred Securities in full satisfaction of the Holders' obligations under the Purchase Contracts or (y) sell such Trust Preferred Securities in one or more public or private sales.
- (iv) A Holder of Normal Units may elect not to participate in the remarketing and retain the Preferred Securities underlying such Units by notifying the Agent of such election and delivering the specific U.S. Treasury security or securities (including the CUSIP number and/or the principal terms of such security or securities) identified by the Agent that constitute the U.S. Treasury securities described in clauses (i) and (ii) of the definition of Remarketing Value relating to the retained Preferred Securities (as if only such Preferred Securities were being remarketed) (the "Opt-out Treasury Consideration") to the Agent not later than 10:00 a.m. on the fourth Business Day prior to September 16, 2004 (or, in the case of a Failed Remarketing, not later than 10:00 a.m. on the Business Day immediately prior to the Subsequent Remarketing Date). Upon receipt thereof by the Agent, the Agent shall deliver such Opt-out Treasury Consideration to the Collateral Agent, which will, for the benefit of the Company, thereupon apply such Opt-out Treasury Consideration to secure such Holder's obligations under the Purchase Contracts. On the fourth Business Day immediately preceding

26

September 16, 2004, the Collateral Agent, pursuant to the terms of the Pledge Agreement, will deliver the Pledged Preferred Securities of such Holder to the Agent. Within three Business Days following the Remarketing Date, (i) if the remarketing was successful, the Agent shall distribute such Preferred Securities to the Holders thereof, and (ii) if there was a Failed Remarketing on such date, the Agent will deliver such Preferred Securities to the Collateral Agent, which will, for the benefit of the Company, thereupon apply such Preferred Securities to secure such Holders' obligations under the Purchase Contract and return the Opt-out Treasury Consideration delivered by such Holders to such Holders. A Holder that does not so deliver the Opt-out Treasury Consideration pursuant to this clause (iv) shall be deemed to have elected to participate in the remarketing. Pursuant to the procedures set forth in Section 4.5(c) of the Pledge Agreement, a Holder of Separate Preferred Securities, on or prior to the fifth Business Day immediately preceding September 16, 2004, but no earlier than the Payment Date immediately preceding September 16, 2004, may elect to have its Separate Preferred Securities remarketed by delivering the Separate Preferred Securities, together with a notice of such election, to the Custodial Agent.

- (c) Upon the maturity of the Pledged Treasury Securities underlying the Stripped Units and the Pledged Treasury Consideration underlying the Normal Units, on the Stock Purchase Date, the Collateral Agent shall remit to the Company an amount equal to the aggregate Purchase Price applicable to such Units, as payment for the Common Stock issuable upon settlement thereof without receiving any instructions from the Holders of such Units. In the event the payments in respect of the Pledged Treasury Securities or the Pledged Treasury Consideration, underlying a Unit is in excess of the Purchase Price of the Purchase Contract being settled thereby, the Collateral Agent will distribute such excess to the Agent for the benefit of the Holder of such Unit when received.
- (d) Any distribution to Holders of excess funds and interest described in paragraphs (b) and (c) above shall be payable at the office of the Agent in The City of New York maintained for that purpose or, at the option of the Holder or the holder of separate Preferred Securities, as applicable, by check mailed to the address of the Person entitled thereto at such address as it appears on the Register or by wire transfer to an account specified by the Holder or the holder of separate Preferred Securities, as applicable.
- (e) The obligations of each Holder to pay the Purchase Price are non-recourse obligations and except to the extent paid by Early Settlement or Merger Early Settlement, are payable solely out of the proceeds of any Collateral pledged to secure the obligations of the Holders and in no event will Holders be liable for any deficiency between such payments and the Purchase Price.
- (f) Notwithstanding anything to the contrary herein, the Company shall not be obligated to issue any Common Stock in respect of a Purchase Contract or deliver any certificates therefor to the Holder of the related Unit unless the Company shall have received payment in full of the aggregate Purchase Price for the shares of Common Stock to be purchased thereunder by such Holder in the manner herein set forth.

Section 5.3. *Issuance of Shares of Common Stock.* Unless a Termination Event shall have occurred on or prior to the Stock Purchase Date or an Early Settlement or a Merger Early Settlement shall have occurred, on the Stock Purchase Date, upon its receipt of payment in full of the Purchase Price for the shares of Common Stock purchased by the Holders pursuant to the foregoing provisions of this Article and subject to Section 5.4(b), the Company shall issue and deposit with the Agent, for the benefit of the Holders of the Outstanding Units, one or more certificates representing the newly issued shares of Common Stock registered in the name of the Agent (or its nominee) as custodian for the Holders (such certificates for shares of Common Stock, together with any dividends or distributions

27

for which a record date and payment date for such dividend or distribution has occurred after the Stock Purchase Date, being hereinafter referred to as the "Purchase Contract Settlement Fund") to which the Holders are entitled hereunder. Subject to the foregoing, upon surrender of a Certificate to the Agent on or after the Stock Purchase Date, together with settlement instructions thereon duly completed and executed, the Holder of such Certificate shall be entitled to

receive in exchange therefor a certificate representing that number of whole shares of Common Stock which such Holder is entitled to receive pursuant to the provisions of this Article V (after taking into account all Units then held by such Holder) together with cash in lieu of fractional shares as provided in Section 5.10 and any dividends or distributions with respect to such shares constituting part of the Purchase Contract Settlement Fund, but without any interest thereon, and the Certificate so surrendered shall forthwith be cancelled. Such shares shall be registered in the name of the Holder or the Holder's designee as specified in the settlement instructions provided by the Holder to the Agent. If any shares of Common Stock issued in respect of a Purchase Contract are to be registered to a Person other than the Person in whose name the Certificate evidencing such Purchase Contract is registered, no such registration shall be made unless the Person requesting such registration has paid any transfer and other taxes required by reason of such registration in a name other than that of the registered Holder of such Certificate or has established to the satisfaction of the Company that such tax either has been paid or is not payable.

Section 5.4. *Adjustment of Settlement Rate.* (a) *Adjustments for Dividends, Distributions, Stock Splits, Spin-Offs, Etc.* (1) In case the Company shall pay or make a dividend or other distribution on the Common Stock in Common Stock, the Settlement Rate, as in effect at the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be increased by dividing such Settlement Rate by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such increase to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (1), the number of shares of Common Stock at the time outstanding shall not include shares held in the treasury of the Company but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Company will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

(2) In case the Company shall issue rights, options or warrants to all holders of its Common Stock (not being available on an equivalent basis to Holders of the Units upon settlement of the Purchase Contracts underlying such Units) entitling them, for a period expiring within 45 days after the record date for the determination of stockholders entitled to receive such rights, options or warrants, to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price per share of the Common Stock on the date fixed for the determination of stockholders entitled to receive such rights, options or warrants (other than pursuant to a dividend reinvestment plan), the Settlement Rate in effect at the opening of business on the day following the date fixed for such determination shall be increased by dividing such Settlement Rate by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock which the aggregate of the offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such Current Market Price and the denominator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock so offered for subscription or purchase, such increase to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (2), the number of shares of Common Stock at

28

any time outstanding shall not include shares held in the treasury of the Company but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Company shall not issue any such rights, options or warrants in respect of shares of Common Stock held in the treasury of the Company.

(3) In case outstanding shares of Common Stock shall be subdivided or split into a greater number of shares of Common Stock, the Settlement Rate in effect at the opening of business on the day following the day upon which such subdivision or split becomes effective shall be proportionately increased, and, conversely, in case outstanding shares of Common Stock shall each be combined into a smaller number of shares of Common Stock, the Settlement Rate in effect at the opening of business on the day following the day upon which such combination becomes effective shall be proportionately reduced, such increase or reduction, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision, split or combination becomes effective.

(4) (i) In case the Company shall, by dividend or otherwise, distribute to all holders of its Common Stock evidences of its indebtedness or assets (including securities, but excluding any rights or warrants referred to in paragraph (2) of this Section, any dividend or distribution paid exclusively in cash, any distribution of shares of capital stock of any class or series, or similar equity interests, of or relating to a subsidiary or other business unit in the case of a Spin-Off referred to in clause (ii) of this paragraph and any dividend or distribution referred to in paragraph (1) of this Section), the Settlement Rate shall be adjusted so that the same shall equal the rate determined by dividing the Settlement Rate in effect immediately prior to the close of business on the date fixed for the determination of stockholders entitled to receive such distribution by a fraction, the numerator of which shall be the Current Market Price per share of the Common Stock on the date fixed for such determination less the then fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution filed with the Agent) of the portion of the assets or evidences of indebtedness so distributed applicable to one share of Common Stock and the denominator of which shall be such Current Market Price per share of the Common Stock, such adjustment to become effective immediately prior to the opening of business on the day following the date fixed for the determination of stockholders entitled to receive such distribution. In any case in which this paragraph (4) is applicable, paragraph (2) of this Section shall not be applicable.

(ii)

In the case of a Spin-Off, the Settlement Rate in effect immediately before the close of business on the record date fixed for determination of stockholders entitled to receive that distribution will be increased by multiplying the Settlement Rate by a fraction, the numerator of which is the Current Market Price per share of the Common Stock plus the Fair Market Value of the portion of those shares of Capital Stock or similar equity interests so distributed applicable to one share of Common Stock and the denominator of which is the Current Market Price per share of the Common Stock. Any adjustment to the settlement rate under this paragraph 4(ii) will be determined at the earlier of (1) the tenth Trading Day from, and including, the effective date of the Spin-Off and (2) the date of the Initial Public Offering of the securities subject of the Spin-Off, if that Initial Public Offering is effected simultaneously with the Spin-Off, and shall be given retroactive effect to the opening of business on the day following the date fixed for determination of stockholders entitled to receive the Spin-Off Distribution.

(5) In case the Company shall, (i) by dividend or otherwise, distribute to all holders of its Common Stock cash (excluding any cash that is distributed in a Reorganization Event to which Section 5.4(b) applies or as part of a distribution referred to in paragraph (4) of this Section) in an aggregate amount that, combined together with (ii) the aggregate amount of any other distributions to all holders of its Common Stock made exclusively in cash within the 12 months

29

preceding the date of payment of such distribution and in respect of which no adjustment pursuant to this paragraph (5) or paragraph (6) of this Section has been made and (iii) the aggregate of any cash plus the fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution) of consideration payable in respect of any tender or exchange offer by the Company or any of its subsidiaries for all or any portion of the Common Stock concluded within the 12 months preceding the date of payment of the distribution described in clause (i) above and in respect of which no adjustment pursuant to this paragraph (5) or paragraph (6) of this Section has been made, exceeds 15% of the product of the Current Market Price per share of the Common Stock on the date for the determination of holders of shares of Common Stock entitled to receive such distribution times the number of shares of Common Stock outstanding on such date, then, and in each such case, immediately after the close of business on such date for determination, the Settlement Rate shall be increased so that the same shall equal the rate determined by dividing the Settlement Rate in effect immediately prior to the close of business on the date fixed for determination of the stockholders entitled to receive such distribution by a fraction (i) the numerator of which shall be equal to the Current Market Price per share of the Common Stock on the date fixed for such determination less an amount equal to the quotient of (x) the combined amount distributed or payable in the transactions described in clauses (i), (ii) and (iii) above and (y) the number of shares of Common Stock outstanding on such date for determination and (ii) the denominator of which shall be equal to the Current Market Price per share of the Common Stock on such date for determination.

(6) In case (i) a tender or exchange offer made by the Company or any subsidiary of the Company for all or any portion of the Common Stock shall expire and such tender or exchange offer (as amended upon the expiration thereof) shall require the payment to stockholders (based on the acceptance (up to any maximum specified in the terms of the tender or exchange offer) of Purchased Shares) of an aggregate consideration having a fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution) that combined together with (ii) the aggregate of the cash plus the fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution), as of the expiration of such tender or exchange offer, of consideration payable in respect of any other tender or exchange offer, by the Company or any subsidiary of the Company for all or any portion of the Common Stock expiring within the 12 months preceding the expiration of such tender or exchange offer and in respect of which no adjustment pursuant to paragraph (5) of this Section or this paragraph (6) has been made and (iii) the aggregate amount of any distributions to all holders of the Company's Common Stock made exclusively in cash within the 12 months preceding the expiration of such tender or exchange offer and in respect of which no adjustment pursuant to paragraph (5) of this Section or this paragraph (6) has been made, exceeds 15% of the product of the Current Market Price per share of the Common Stock as of the last time (the "Expiration Time") tenders could have been made pursuant to such tender or exchange offer (as it may be amended) times the number of shares of Common Stock outstanding (including any tendered shares) on the Expiration Time, then, and in each such case, immediately prior to the opening of business on the day after the date of the Expiration Time, the Settlement Rate shall be adjusted so that the same shall equal the rate determined by dividing the Settlement Rate immediately prior to the close of business on the date of the Expiration Time by a fraction (i) the numerator of which shall be equal to (a) the product of (i) the Current Market Price per share of the Common Stock on the date of the Expiration Time and (ii) the number of shares of Common Stock outstanding (including any tendered shares) on the Expiration Time less (b) the amount of cash plus the fair market value (determined as aforesaid) of the aggregate consideration payable to stockholders based on the transactions described in clauses (i), (ii) and (iii) above (assuming in the case of clause (i) the acceptance, up to any maximum specified in the terms of the tender or exchange offer, of Purchased Shares), and (ii) the denominator of which shall be

30

equal to the product of (a) the Current Market Price per share of the Common Stock as of the Expiration Time and (b) the number of shares of Common Stock outstanding (including any tendered shares) as of the Expiration Time less the number of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares").

(7) The reclassification of Common Stock into securities including securities other than Common Stock (other than any reclassification upon a Reorganization Event to which Section 5.4(b) applies) shall be deemed to involve (a) a distribution of such securities other than Common Stock to all holders of Common Stock (and the effective date of such reclassification shall be deemed to be "the date fixed for the determination of stockholders entitled to receive such distribution" and the "date fixed for such determination" within the meaning of paragraph (4) of this Section), and (b) a subdivision, split or combination, as the case may be, of the number of shares of Common Stock outstanding immediately prior to such reclassification into the number of shares of Common Stock outstanding immediately thereafter (and the effective date of such reclassification shall be deemed to be "the day upon which such subdivision or split becomes effective" or "the day upon which such combination becomes effective," as the case may be, and "the day upon which such subdivision, split or combination becomes effective" within the meaning of paragraph (3) of this Section).

(8) "Current Market Price." The "Current Market Price" of the Common Stock means (a) on any day the average of the Sales Prices for the 5 consecutive Trading Days preceding the earlier of the day preceding the day in question and the day before the "ex date" with respect to the issuance or distribution requiring computation, (b) in the case of any Spin-Off that is effected simultaneously with an Initial Public Offering of the securities being distributed in the Spin-Off, the Sale Price of the Common Stock on the Trading Day on which the initial public offering price of the securities being distributed in the Spin-Off is determined, and (c) in the case of any other Spin-Off, the average of the Sale Prices of the Common Stock over the first 10 Trading Days after the effective date of such Spin-Off. For purposes of this paragraph, the term "ex date," when used with respect to any issuance or distribution, shall mean the first date on which the Common Stock trades regular way on such exchange or in such market without the right to receive such issuance or distribution.

(9) All adjustments to the Settlement Rate shall be calculated to the nearest 1/10,000th of a share of Common Stock (or if there is not a nearest 1/10,000th of a share to the next lower 1/10,000th of a share). No adjustment in the Settlement Rate shall be required unless such adjustment would require an increase or decrease of at least one percent therein; provided, however, that any adjustments which by reason of this subparagraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment. If an adjustment is made to the Settlement Rate pursuant to paragraph (1), (2), (3), (4), (5), (6), (7) or (10) of this Section 5.4(a), an adjustment shall also be made to the Average Trading Price solely to determine which of clauses (a), (b) or (c) of the definition of Settlement Rate in Section 5.1 will apply on the Stock Purchase Date. Such adjustment shall be made by multiplying the Average Trading Price by a fraction, the numerator of which shall be the Settlement Rate immediately after such adjustment pursuant to paragraph (1), (2), (3), (4), (5), (6), (7) or (10) of this Section 5.4(a) and the denominator of which shall be the Settlement Rate immediately before such adjustment; provided, that if such adjustment to the Settlement Rate is required to be made pursuant to the occurrence of any of the events contemplated by paragraph (1), (2), (3), (4), (5), (7) or (10) of this Section 5.4(a) during the period taken into consideration for determining the Average Trading Price, appropriate and customary adjustments shall be made to the Settlement Rate.

(10) The Company may make such increases in the Settlement Rate, in addition to those required by this Section, as it considers to be advisable in order to avoid or diminish the effect of

31

any income tax to any holders of shares of Common Stock resulting from any dividend or distribution of stock or issuance of rights or warrants to purchase or subscribe for stock or from any event treated as such for income tax purposes or for any other reasons.

(b) *Adjustment for Consolidation, Merger or Other Reorganization Event.* In the event of (i) any consolidation or merger of the Company with or into another Person (other than a merger or consolidation in which the Company is the continuing corporation and in which the Common Stock outstanding immediately prior to the merger or consolidation is not exchanged for cash, securities or other property of the Company or another corporation), (ii) any sale, transfer, lease or conveyance to another Person of the property of the Company as an entirety or substantially as an entirety, (iii) any statutory exchange of securities of the Company with another Person (other than in connection with a merger or acquisition) or (iv) any liquidation, dissolution or winding up of the Company other than as a result of or after the occurrence of a Termination Event (any such event, a "Reorganization Event") each share of Common Stock covered by each Purchase Contract forming a part of a Unit immediately prior to such Reorganization Event shall, after such Reorganization Event, be converted for purposes of the Purchase Contract into the kind and amount of securities, cash and other property receivable in such Reorganization Event (without any interest thereon, and without any right to dividends or distribution thereon which have a record date that is prior to the Stock Purchase Date) per share of Common Stock by a holder of Common Stock that (i) is not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (any such Person, a "Constituent Person"), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Company and non-Affiliates, and (ii) failed to exercise his rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such Reorganization Event (provided that if the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for each share of Common Stock held immediately prior to such Reorganization Event by other than a Constituent Person or an Affiliate thereof and in respect of which such rights of election shall not have been exercised ("Non-electing Share"), then for the purpose of this Section the kind and amount of securities, cash and other property receivable upon such Reorganization Event by each Non-electing Share shall be deemed to be the kind and amount so receivable per share by a plurality of the Non-electing Shares). On the Stock Purchase Date, the Settlement Rate then in effect will be applied to the value on the Stock Purchase Date of such securities, cash or other property.

The Company covenants to and agrees with the Holders that it shall not cause or permit to occur any Reorganization Event and no Reorganization Event shall become effective unless and until the Person formed by such consolidation, merger, or exchange or the Person which acquires the assets of the Company or, in the event of a liquidation or dissolution of the Company, the Company or a liquidating trust created in connection therewith, shall execute and deliver to the Agent an agreement supplemental hereto providing that the Holder of each Outstanding Unit shall have the rights provided by this Section 5.4. Such supplemental agreement shall provide for adjustments which, for events subsequent to the effective date of such supplemental agreement, shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section. The above provisions of this Section shall similarly apply to successive Reorganization Events.

Section 5.5. *Notice of Adjustments and Certain Other Events.* (a) Whenever the Settlement Rate is adjusted as herein provided, the Company shall:

- (i) forthwith compute the Settlement Rate in accordance with Section 5.4 and prepare and transmit to the Agent an Officer's Certificate setting forth the Settlement Rate, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and

32

- (ii) within 10 Business Days following the occurrence of an event that requires an adjustment to the Settlement Rate pursuant to Section 5.4 (or if the Company is not aware of such occurrence, as soon as practicable after becoming so aware), provide a written notice to the Holders of the Units of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the Settlement Rate was determined and setting forth the adjusted Settlement Rate.

(b) The Agent shall not at any time be under any duty or responsibility to any Holder of Units to determine whether any facts exist which may require any adjustment of the Settlement Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. The Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property, which may at the time be issued or delivered with respect to any Purchase Contract; and the Agent makes no representation with respect thereto. The Agent shall not be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock pursuant to a Purchase Contract or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Section 5.6. *Termination Event; Notice.* The Purchase Contracts and all obligations and rights of the Company and the Holders thereunder, including the rights and obligations of Holders to purchase Common Stock, shall immediately and automatically terminate, without the necessity of any notice or action by any Holder, the Agent or the Company, if, on or prior to the Stock Purchase Date, a Termination Event shall have occurred. Upon and after the occurrence of a Termination Event, the Normal Units shall thereafter represent the right to receive the Preferred Securities or the appropriate Treasury Consideration, as the case may be, forming a part of such Normal Units, and the Stripped Units shall thereafter represent the right to receive the Treasury Securities forming a part of such Stripped Units, in each case in accordance with the provisions of Section 4.3 of the Pledge Agreement. Upon the occurrence of a Termination Event, the Company shall promptly but in no event later than two Business Days thereafter give written notice to the Agent, the Collateral Agent and to the Holders, at their addresses as they appear in the Register.

33

Section 5.7. *Early Settlement.* (a) Subject to and upon compliance with the provisions of this Section 5.7, Purchase Contracts underlying Units having an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof may, at the option of the Holder thereof, be settled early ("Early Settlement") on or prior to the seventh Business Day immediately preceding December 16, 2004 or any Subsequent Remarketing Date; provided however, that if a Tax Event Redemption has occurred and the Treasury Consideration has become a component of the Normal Units, Purchase Contracts underlying Normal Units may be settled early, on or prior to the second Business Day immediately preceding the Stock Purchase Date, but only in an aggregate amount of \$1,000 or in an integral multiple thereof. In order to exercise the right to effect Early Settlement with respect to any Purchase Contracts, the Holder of the Certificate evidencing the related Units shall deliver such Certificate to the Agent at the Corporate Trust Office duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early on the reverse thereof duly completed and accompanied by payment (payable to the Company in immediately available funds in an amount (the "Early Settlement Amount") equal to the product of (a) the Stated Amount of such Units times (b) the number of Purchase Contracts with respect to which the Holder has elected to

effect Early Settlement. No payment or adjustment shall be made upon Early Settlement of any Purchase Contract on account of dividends on the Common Stock issued upon such Early Settlement. If the foregoing requirements are first satisfied with respect to Purchase Contracts underlying any Unit at or prior to 5:00 p.m., New York City time, on a Business Day, such day shall be the "Early Settlement Date" with respect to such Unit and if such requirements are first satisfied after 5:00 p.m., New York City time, on a Business Day or on a day that is not a Business Day, the "Early Settlement Date" with respect to such Units shall be the next succeeding Business Day.

(b) Upon Early Settlement of any Purchase Contract by the Holder of the related Units, the Company shall issue, and the Holder shall be entitled to receive, 1.2860 shares of Common Stock on account of such Purchase Contract (the "Early Settlement Rate"). The Early Settlement Rate shall be adjusted in the same manner and at the same time as the Settlement Rate is adjusted. As promptly as practicable after Early Settlement of Purchase Contracts in accordance with the provisions of this Section 5.7, the Company shall issue and shall deliver to the Agent at the Corporate Trust Office a certificate or certificates for the full number of shares of Common Stock issuable upon such Early Settlement together with payment in lieu of any fraction of a share, as provided in Section 5.10.

(c) No later than the third Business Day after the applicable Early Settlement Date the Company shall cause (i) the shares of Common Stock issuable upon Early Settlement of Purchase Contracts to be issued and delivered, and (ii) the related Pledged Preferred Securities or Pledged Treasury Consideration, in the case of Normal Units, or the related Pledged Treasury Securities, in the case of Stripped Units, to be released from the Pledge by the Collateral Agent and transferred, in each case, to the Agent for delivery to the Holder thereof or the Holder's designee.

(d) Upon Early Settlement of any Purchase Contracts, and subject to receipt of shares of Common Stock from the Company and the Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, from the Collateral Agent, as applicable, the Agent shall, in accordance with the instructions provided by the Holder thereof on the applicable form of Election to Settle Early on the reverse of the Certificate evidencing the related Units, (i) transfer to the Holder the Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, forming a part of such Units, and (ii) deliver to the Holder a certificate or certificates for the full number of shares of Common Stock issuable upon such Early Settlement together with payment in lieu of any fraction of a share, as provided in Section 5.10.

(e) In the event that Early Settlement is effected with respect to Purchase Contracts underlying less than all the Units evidenced by a Certificate, upon such Early Settlement the

Company shall execute and the Agent shall authenticate, countersign and deliver to the Holder thereof, at the expense of the Company, a Certificate evidencing the Units as to which Early Settlement was not effected.

Section 5.8. *Early Settlement Upon Merger.* (a) In the event of a merger or consolidation of the Company of the type described in clause (i) of Section 5.4(b) in which the Common Stock outstanding immediately prior to such merger or consolidation is exchanged for consideration consisting of at least 30% cash or cash equivalents (any such event a "Cash Merger"), then the Company (or the successor to the Company hereunder) shall be required to offer the Holder of each Unit the right to settle the Purchase Contract underlying such Unit prior to the Stock Purchase Date ("Merger Early Settlement") as provided herein. On or before the fifth Business Day after the consummation of a Cash Merger, the Company or, at the request and expense of the Company, the Agent, shall give all Holders notice of the occurrence of the Cash Merger and of the right of Merger Early Settlement arising as a result thereof. The Company shall also deliver a copy of such notice to the Agent and the Collateral Agent.

Each such notice shall contain:

- (i) the date, which shall be not less than 20 nor more than 30 calendar days after the date of such notice, on which the Merger Early Settlement will be effected (the "Merger Early Settlement Date");
- (ii) the date, which shall be one Business Day prior to the Merger Early Settlement Date, by which the Merger Early Settlement right must be exercised;
- (iii) the Settlement Rate in effect as a result of such Cash Merger and the kind and amount of securities, cash and other property receivable by the Holder upon settlement of each Purchase Contract pursuant to Section 5.4(b);
- (iv) a statement to the effect that all or a portion of the Purchase Price payable by the Holder to settle the Purchase Contract will be offset against the amount of cash so receivable upon exercise of Merger Early Settlement, as applicable; and
- (v) the instructions a Holder must follow to exercise the Merger Early Settlement right.

(b) To exercise a Merger Early Settlement right, a Holder shall deliver to the Agent at the Corporate Trust Office on or before 5:00 p.m., New York City time, on the date specified in the notice the Certificate(s) evidencing the Units with respect to which the Merger Early Settlement right is being exercised duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early on the reverse thereof duly completed and accompanied by payment (payable to the Company in immediately available funds in an amount equal to the Early Settlement Amount less the amount of cash that otherwise would be deliverable by the Company or its successor upon settlement of the Purchase Contract in lieu of Common Stock pursuant to Section 5.4(b) and as described in the notice to Holders (the "Merger Early Settlement Amount").

(c) On the Merger Early Settlement Date, the Company shall deliver or cause to be delivered (i) the net cash, securities and other property to be received by such exercising Holder, equal to the Settlement Rate as adjusted pursuant to Section 5.4, in respect of the number of Purchase Contracts for which such Merger Early Settlement right was exercised, and (ii) the related Pledged Preferred Securities or Pledged Treasury Consideration, in the case of Normal Units, or Pledged Treasury Securities, in the case of Stripped Units, to be released from the Pledge by the Collateral Agent and transferred, in each case, to the Agent for delivery to the Holder thereof or its designee. In the event a Merger Early Settlement right shall be exercised by a Holder in accordance with the terms hereof, all references herein to Stock Purchase Date shall be deemed to refer to such Merger Early Settlement Date.

(d) Upon Merger Early Settlement of any Purchase Contracts, and subject to receipt of such net cash, securities or other property from the Company and the Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, from the Collateral Agent, as applicable, the Agent shall, in accordance with the instructions provided by the Holder thereof on the applicable form of Election to Settle Early on the reverse of the Certificate evidencing the related Units, (i) transfer to the Holder the Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, forming a part of such Units, and (ii) deliver to the Holder such net cash, securities or other property issuable upon such Merger Early Settlement together with payment in lieu of any fraction of a share, as provided in Section 5.10.

(e) In the event that Merger Early Settlement is effected with respect to Purchase Contracts underlying less than all the Units evidenced by a Certificate, upon such Merger Early Settlement the Company (or the successor to the Company hereunder) shall execute and the Agent shall authenticate, countersign and deliver to the Holder thereof, at the expense of the Company, a Certificate evidencing the Units as to which Merger Early Settlement was not effected.

Section 5.9. *Charges and Taxes.* The Company will pay all stock transfer and similar taxes attributable to each issuance and delivery of the shares of Common Stock pursuant to the Purchase Contracts; provided, that the Company shall not be required to pay any such tax or taxes which may be payable in respect of any exchange of or substitution for a Certificate evidencing a Unit or any issuance of a share of Common Stock in a name other than that of the registered Holder of a Certificate surrendered in respect of the Units evidenced thereby, other than in the name of the Agent, as custodian for such Holder, and the Company shall not be required to issue or deliver such share certificates or Certificates unless and until the Person or Persons requesting the transfer or issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

Section 5.10. *No Fractional Shares.* No fractional shares or scrip or book-entry notations representing fractional shares of Common Stock shall be issued, delivered or recorded upon settlement on the Stock Purchase Date or upon Early Settlement or Merger Early Settlement of any Purchase Contracts. If Certificates evidencing more than one Purchase Contract shall be surrendered for settlement at one time by the same Holder, the number of full shares of Common Stock which shall be delivered upon settlement shall be computed on the basis of the aggregate number of Purchase Contract or Purchase Contracts evidenced by the Certificates so surrendered. Instead of any fractional share of Common Stock which would otherwise be deliverable upon settlement of any Purchase Contracts on the applicable Settlement Date or upon Early Settlement or Merger Early Settlement, the Company shall, through the Agent, make a cash payment to the Holder in respect of such fractional shares in an amount equal to the product of such fraction of a share times the Average Trading Price. The Company shall provide the Agent from time to time with sufficient funds to permit the Agent to make all cash payments required by this Section 5.10 on or prior to the applicable Settlement date.

ARTICLE VI REMEDIES

Section 6.1. *Unconditional Right of Holders to Purchase Common Stock.* The Holder of any Unit shall have the right, which is absolute and unconditional to purchase Common Stock pursuant to the Purchase Contract constituting a part of such Unit and to institute suit for the enforcement of any such right to purchase Common Stock, and such rights shall not be impaired without the consent of such Holder.

Section 6.2. *Restoration of Rights and Remedies.* If any Holder has instituted any proceeding to enforce any right or remedy under this Agreement and such proceeding has been discontinued or

abandoned for any reason, or has been determined adversely to such Holder, then and in every such case, subject to any determination in such proceeding, the Company and such Holder shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of such Holder shall continue as though no such proceeding had been instituted.

Section 6.3. *Rights and Remedies Cumulative.* Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates in the last paragraph of Section 3.10, no right or remedy herein conferred upon or reserved 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 6.4. *Delay or Omission Not Waiver.* No delay or omission of any Holder to exercise any right or remedy upon a default shall impair any such right or remedy or constitute a waiver of any such right. Every right and remedy given by this Article or by law to the Holders may be exercised from time to time, and as often as may be deemed expedient, by such Holders.

Section 6.5. *Undertaking for Costs.* All parties to this Agreement agree, and each Holder of a Unit, by its acceptance of such Unit 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 Agreement, or in any suit against the Agent for any action taken, suffered or omitted by it as Agent, 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; provided, that the provisions of this Section shall not apply to any suit instituted by the Company, to any suit instituted by the Agent, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% of the Outstanding Units, or to any suit instituted by any Holder for the enforcement of distributions on any Preferred Securities on or after the respective Payment Date therefor in respect of any Unit held by such Holder, or for enforcement of the right to purchase shares of Common Stock under the Purchase Contract constituting part of any Unit held by such Holder.

Section 6.6. *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 Agreement; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 7.1. *Certain Duties and Responsibilities.* (a)(1) The Agent undertakes to perform, with respect to the Units and Separate Preferred Securities, such duties and only such duties as are specifically set forth in this Agreement and the Pledge Agreement, and no implied covenants or obligations shall be read into this Agreement against the Agent; and

(2) in the absence of bad faith, willful misconduct or negligence on its part, the Agent may, with respect to the Units and Separate Preferred Securities, conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Agent and conforming to the requirements of this Agreement, but in the case of

any certificates or opinions which by any provision hereof are specifically required to be furnished to the Agent, the Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement.

(b) No provision of this Agreement shall be construed to relieve the Agent from liability for its own negligent action, its own negligent failure to act, its own bad faith, or its own willful misconduct, except that:

(1) this paragraph shall not be construed to limit the effect of paragraph (a) of this Section;

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

(3) no provision of this Agreement shall require the Agent 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 adequate indemnity is not provided to it.

(c) Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Agent shall be subject to the provisions of this Section.

(d) The Agent is authorized to execute and deliver the Pledge Agreement in its capacity as Agent.

Section 7.2. *Notice of Default.* Within 90 days after the occurrence of any default by the Company hereunder of which a Responsible Officer of the Agent has actual knowledge, the Agent shall transmit by mail to the Company and the Holders of Units, as their names and addresses appear in the Register, notice of such default hereunder, unless such default shall have been cured or waived.

Section 7.3. *Certain Rights of Agent.* Subject to the provisions of Section 7.1:

(a) the Agent may, in absence of bad faith, 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 or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by an Officer's Certificate, Issuer Order or Issuer Request, and any resolution of the Board of Directors of the Company may be sufficiently evidenced by a Board Resolution;

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

(d) the Agent 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 Agent 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 Agent, in its discretion, may make reasonable further inquiry or investigation into such facts or matters related to the execution, delivery and performance of the Purchase Contracts as it may see fit, and, if the Agent shall determine to make such further inquiry or investigation, it shall

be given a reasonable opportunity to examine the books, records and premises of the Company, personally or by agent or attorney;

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

(g) the Agent shall not be deemed to have notice of any default unless a responsible officer of the Agent has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Agent at the Corporate Trust Office of the Agent, and such notice references the Units and this Agreement.

Section 7.4. *Not Responsible for Recitals or Issuance of Units.* The recitals contained herein and in the Certificates shall be taken as the statements of the Company and the Agent assumes no responsibility for their accuracy. The Agent makes no representations as to the validity or sufficiency of either this Agreement or of the Units, or of the Pledge Agreement or the Pledge. The Agent shall not be accountable for the use or application by the Company of the proceeds in respect of the Purchase Contracts.

Section 7.5. *May Hold Units.* Any Registrar or any other agent of the Company, or the Agent and its Affiliates, in their individual or any other capacity, may become the owner or pledgee of Units and may otherwise deal with the Company, the Collateral Agent or any other Person with the same rights it would have if it were not Registrar or such other agent, or the Agent.

Section 7.6. *Money Held in Custody.* Money held by the Agent in custody hereunder need not be segregated from the Agent's other funds except to the extent required by law or provided herein. The Agent shall be under no obligation to invest or pay interest on any money received by it hereunder except as otherwise agreed in writing with the Company.

Section 7.7. *Compensation and Reimbursement.* The Company agrees:

(a) to pay to the Agent from time to time such compensation as shall be agreed to in writing for all services rendered by it hereunder;

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

(c) to indemnify the Agent and any predecessor Agent for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of its duties 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.

The provisions of this Section 7.7 shall survive the termination of this Agreement.

Section 7.8. *Corporate Agent Required; Eligibility.* There shall at all times be an Agent 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 (or being a member of a bank holding company having) a combined capital and surplus of at least \$50,000,000, subject to supervision or examination by federal or state authority and having a Corporate Trust Office in the Borough of Manhattan, The City of New York, if

39

there be such a corporation, qualified and eligible under this Article and willing to act on reasonable terms. If such corporation 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 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 Agent 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 7.9. *Resignation and Removal; Appointment of Successor.* (a) No resignation or removal of the Agent and no appointment of a successor Agent pursuant to this Article shall become effective until the acceptance of appointment by the successor Agent in accordance with the applicable requirements of Section 7.10.

(b) The Agent may resign at any time by giving written notice thereof to the Company 60 days prior to the effective date of such resignation. If the instrument of acceptance by a successor Agent required by Section 7.10 shall not have been delivered to the Agent within 30 days after the giving of such notice of resignation, the resigning Agent may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Agent.

(c) The Agent may be removed at any time by Act of the Holders of a majority in number of the Outstanding Units delivered to the Agent and the Company. If the instrument of acceptance by a successor Agent required by Section 7.10 shall not have been delivered to the Agent within 30 days from the effective date of the Agent's removal, the removed Agent may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor agent.

(d) If at any time (1) the Agent fails to comply with Section 310 (b) of the TIA, as if the Agent were an indenture trustee under an indenture qualified under the TIA, after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Unit for at least six months, or (2) the Agent shall cease to be eligible under Section 7.8 and shall fail to resign after written request therefor by the Company or by any such Holder, or (3) the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or of its property shall be appointed or any public officer shall take charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any such case, (x) the Company by a Board Resolution may remove the Agent, or (y) any Holder who has been a bona fide Holder of a Unit for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Agent and the appointment of a successor Agent.

(e) If the Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Agent for any cause, the Company, by a Board Resolution, shall promptly appoint a successor Agent and shall comply with the applicable requirements of Section 7.10. If no successor Agent shall have been so appointed by the Company and accepted appointment in the manner required by Section 7.10, any Holder who has been a bona fide Holder of a Unit 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 Agent.

(f) The Company shall give, or shall cause such successor Agent to give, notice of each resignation and each removal of the Agent and each appointment of a successor Agent by mailing written notice of such event by first-class mail, postage prepaid, to all Holders as their names and addresses appear in the applicable Register. Each notice shall include the name of the successor Agent and the address of its Corporate Trust Office.

40

Section 7.10. *Acceptance of Appointment by Successor.* (a) In case of the appointment hereunder of a successor Agent, every such successor Agent so appointed shall execute, acknowledge and deliver to the Company and to the retiring Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Agent shall become effective and such successor Agent, without any further act, deed or conveyance, shall become vested

with all the rights, powers, agencies and duties of the retiring Agent; but, on the request of the Company or the successor Agent, such retiring Agent shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Agent all the rights, powers and trusts of the retiring Agent and shall duly assign, transfer and deliver to such successor Agent all property and money held by such retiring Agent hereunder.

(b) Upon request of any such successor Agent, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Agent all such rights, powers and agencies referred to in paragraph (a) of this Section.

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

Section 7.11. *Merger, Conversion, Consolidation or Succession to Business.* Any corporation into which the 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 the Agent shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Agent, shall be the successor of the Agent 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 Certificates shall have been authenticated and executed on behalf of the Holders, but not delivered, by the Agent then in office, any successor by merger, conversion or consolidation to such Agent shall adopt such authentication and execution and deliver the Certificates so authenticated and executed with the same effect as if such successor Agent had itself authenticated and executed such Units.

Section 7.12. *Preservation of Information; Communications to Holders.* (a) The Agent shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders received by the Agent in its capacity as Registrar.

(b) If three or more Holders (herein referred to as "applicants") apply in writing to the Agent, and furnish to the Agent reasonable proof that each such applicant has owned a Unit for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders with respect to their rights under this Agreement or under the Units and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Agent shall mail to all the Holders copies of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Agent of the materials to be mailed and of payment, or provision, in the absence of bad faith, satisfactory to the Agent for the payment, of the reasonable expenses of such mailing.

Section 7.13. *No Obligations of Agent.* Except to the extent otherwise provided in this Agreement, the Agent assumes no obligation and shall not be subject to any liability under this Agreement, the Pledge Agreement or any Purchase Contract in respect of the obligations of the Holder of any Unit thereunder. The Company agrees, and each Holder of a Certificate, by such Holder's acceptance thereof, shall be deemed to have agreed, that the Agent's execution of the Certificates on behalf of the Holders shall be solely as agent and attorney-in-fact for the Holders, and that the Agent shall have no obligation to perform such Purchase Contracts on behalf of the Holders, except to the extent expressly provided in Article Five.

Section 7.14. *Tax Compliance.* (a) The Agent, on its own behalf and on behalf of the Company, will comply with all applicable certification, information reporting and withholding (including "backup" withholding) requirements imposed by applicable tax laws, regulations or administrative practice with respect to (i) any payments made with respect to the Units or (ii) the issuance, delivery, holding, transfer, redemption or exercise of rights under the Units. Such compliance shall include, without limitation, the timely filing of required returns (such returns to be prepared by the Company) and the timely payment of all amounts required to be withheld to the appropriate taxing authority or its designated agent, such filing and payment to be at the specific written direction of the Company.

(b) The Agent shall comply with any reasonable written direction timely received from the Company with respect to the application of such requirements to particular payments or Holders or in other particular circumstances, and may for purposes of this Agreement rely on any such direction in accordance with the provisions of Section 7.1(a)(2).

(c) The Agent shall maintain all appropriate records documenting compliance with such requirements, and shall make such records available, on written request, to the Company or its authorized representative within a reasonable period of time after receipt of such request.

ARTICLE VIII SUPPLEMENTAL AGREEMENTS

Section 8.1. *Supplemental Agreements Without Consent of Holders.* Without the consent of any Holders, the Company and the Agent, at any time and from time to time, may enter into one or more agreements supplemental hereto, in form satisfactory to the Company and the Agent, for any of the following purposes:

(a) to evidence the succession of another Person to the Company, and the assumption by any such successor of the covenants of the Company herein and in the Certificates; or

(b) to add to the covenants of the Company for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company; or

(c) to evidence and provide for the acceptance of appointment hereunder by a successor Agent; or

(d) to make provision with respect to the rights of Holders pursuant to the requirements of Section 5.4(b) or 5.8; or (5) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provisions herein, or to make any other provisions with respect to such matters or questions arising under this Agreement, provided such action shall not adversely affect the interests of the Holders.

Section 8.2. *Supplemental Agreements with Consent of Holders.* With the consent of the Holders of not less than a majority of the outstanding Purchase Contracts voting together as one class, by Act of said Holders delivered to the Company and the Agent, the Company, when authorized by a Board Resolution, and the Agent may enter into an agreement or agreements supplemental hereto for the purpose of modifying in any manner the terms of the Purchase Contracts, or the provisions of this Agreement or the rights of the Holders in respect of the Units; provided, that, except as contemplated herein, no such supplemental agreement shall, without the consent of the Holder of each Outstanding Security affected thereby:

(a) change any Payment Date;

(b) change the amount or the type of Collateral required to be Pledged to secure a Holder's Obligations under the Purchase Contract, impair the right of the Holder of any Purchase Contract to receive distributions on the related Collateral (except for the rights of Holders of Normal Units to substitute the Treasury Securities for the Pledged Preferred Securities or Pledged Treasury

Consideration or the rights of holders of Stripped Units to substitute Preferred Securities or appropriate Treasury Consideration for the Pledged Treasury Securities) or otherwise adversely affect the Holder's rights in or to such Collateral or materially adversely alter the rights in or to such Collateral;

(c) [intentionally left blank];

(d) impair the right to institute suit for the enforcement of any Purchase Contract;

(e) reduce the number of shares of Common Stock to be purchased pursuant to any Purchase Contract, increase the price to purchase shares of Common Stock upon settlement of any Purchase Contract, change the Stock Purchase Date or otherwise materially adversely affect the Holder's rights under any Purchase Contract; or

(f) reduce the percentage of the outstanding Purchase Contracts the consent of whose Holders is required for any such supplemental agreement; provided, that if any amendment or proposal referred to above would adversely affect only the Normal Units or the Stripped Units, then only the affected class of Holder as of the record date for the Holders entitled to vote thereon will be entitled to vote on such amendment or proposal, and such amendment or proposal shall not be effective except with the consent of Holders of not less than a majority of such class.

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

Section 8.3. *Execution of Supplemental Agreements.* In executing, or accepting the additional agencies created by, any supplemental agreement permitted by this Article or the modifications thereby of the agencies created by this Agreement, the Agent shall be provided and (subject to Section 7.1) shall be fully protected in relying upon, an Opinion of Counsel and an Officer's Certificate stating that the execution of such supplemental agreement is authorized or permitted by this Agreement. The Agent may, but shall not be obligated to, enter into any such supplemental agreement which affects the Agent's own rights, duties or immunities under this Agreement or otherwise.

Section 8.4. *Effect of Supplemental Agreements.* Upon the execution of any supplemental agreement under this Article, this Agreement shall be modified in accordance therewith, and such supplemental agreement shall form a part of this Agreement for all purposes; and every Holder of Certificates theretofore or thereafter authenticated, executed on behalf of the Holders and delivered hereunder shall be bound thereby.

Section 8.5. *Reference to Supplemental Agreements.* Certificates authenticated, executed on behalf of the Holders and delivered after the execution of any supplemental agreement pursuant to this Article may, and shall if required by the Agent, bear a notation in form approved by the Agent as to any matter provided for in such supplemental agreement. If the Company shall so determine, new Certificates so modified as to conform, in the opinion of the Agent and the Company, to any such supplemental agreement may be prepared and executed by the Company and authenticated, executed on behalf of the Holders and delivered by the Agent in exchange for Outstanding Certificates.

ARTICLE IX CONSOLIDATION, MERGER, SALE OR CONVEYANCE

Section 9.1. *Covenant Not to Merge, Consolidate, Sell or Convey Property Except Under Certain Conditions.* The Company covenants that it will not (a) merge or consolidate with any other Person or (b) sell, assign, transfer, lease or convey all or substantially all of its properties and assets to any Person or group of affiliated Persons in one transaction or a series of related transactions other than, with respect to clause (b), a direct or indirect wholly-owned subsidiary of the Company, unless (i) either the

Company shall be the continuing corporation, or the successor (if other than the Company) shall be a corporation organized and existing under the laws of the United States of America or a State thereof or the District of Columbia and such corporation shall expressly assume all the obligations of the Company under the Purchase Contracts, the Senior Debentures, the Guarantee, this Agreement, the Remarketing Agreement, and the Pledge Agreement by one or more supplemental agreements in form reasonably satisfactory to the Agent and the Collateral Agent, executed and delivered to the Agent and the Collateral Agent by such corporation, and (ii) the Company or such successor corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale, assignment, transfer, lease or conveyance, be in default in the performance of any covenant or condition hereunder, under any of the Units or under the Pledge Agreement.

Section 9.2. *Rights and Duties of Successor Corporation.* In case of any such consolidation, merger, sale, assignment, transfer, lease or conveyance and upon any such assumption by a successor corporation in accordance with Section 9.1, such successor corporation shall succeed to and be substituted for the Company with the same effect as if it had been named herein as the Company. Such successor corporation thereupon may cause to be signed, and may issue either in its own name or in the name of the Company, any or all of the Certificates evidencing Units issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Agent; and, upon the order of such successor corporation, instead of the Company, and subject to all the terms, conditions and limitations in this Agreement prescribed, the Agent shall authenticate and execute on behalf of the Holders and deliver any Certificates which previously shall have been signed and delivered by the officers of the Company to the Agent for authentication and execution, and any Certificate evidencing Units which such successor corporation thereafter shall cause to be signed and delivered to the Agent for that purpose. All the Certificates so issued shall in all respects have the same legal rank and benefit under this Agreement as the Certificates theretofore or thereafter issued in accordance with the terms of this Agreement as though all of such Certificates had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale, assignment, transfer, lease or conveyance such change in phraseology and form (but not in substance) may be made in the Certificates evidencing Units thereafter to be issued as may be appropriate.

Section 9.3. *Opinion of Counsel Given to Agent.* The Agent, subject to Sections 7.1 and 7.3, shall receive an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, assignment, transfer, lease or conveyance, and any such assumption, complies with the provisions of this Article and that all conditions precedent to the consummation of any such consolidation, merger, sale, assignment, transfer, lease or conveyance have been met.

ARTICLE X COVENANTS

Section 10.1. *Performance Under Purchase Contracts.* The Company covenants and agrees for the benefit of the Holders from time to time of the Units that it will duly and punctually perform its obligations under the Purchase Contracts in accordance with the terms of the Purchase Contracts and this Agreement.

Section 10.2. *Maintenance of Office or Agency.* The Company will maintain in the Borough of Manhattan, The City of New York an office or agency where Certificates may be presented or surrendered for acquisition of shares of Common Stock upon settlement of the Purchase Contracts on any Settlement Date and for transfer of Collateral upon occurrence of a Termination Event, where Certificates may be surrendered for registration of transfer or exchange, for a Collateral Substitution or reestablishment of Normal Units and where notices and demands to or upon the Company in respect of the Units and this Agreement may be served. The Company will give prompt written notice to the

44

Agent 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 Agent with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Company hereby appoints the Agent 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 Certificates 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 the Borough of Manhattan, The City of New York for such purposes. The Company will give prompt written notice to the Agent of any such designation or rescission and of any change in the location of any such other office or agency. The Company hereby designates as the place of payment for the Units the Corporate Trust Office and appoints the Agent at its Corporate Trust Office as paying agent in such city.

Section 10.3. *Company to Reserve Common Stock.* The Company shall at all times prior to the Stock Purchase Date reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock the full number of shares of Common Stock issuable against tender of payment in respect of all Purchase Contracts constituting a part of the Units evidenced by Outstanding Certificates.

Section 10.4. *Covenants as to Common Stock.* The Company covenants that all shares of Common Stock which may be issued against tender of payment in respect of any Purchase Contract constituting a part of the Outstanding Units will, upon issuance, be duly authorized, validly issued, fully paid and nonassessable.

Section 10.5. *Statements of Officer of the Company as to Default.* The Company will deliver to the Agent, within 120 days after the end of each fiscal year of the Company ending after the date hereof, an Officer's Certificate (one of the signers of which shall be the principal executive officer, principal financial officer or principal accounting officer of the Company), stating whether or not to the best knowledge of the signer thereof the Company is in default in the performance and observance of any of the terms, provisions and conditions hereof (a "Default"), and if the Company shall be in default (without regard to periods of grace or notice requirements), specifying all such defaults and the nature and status thereof of which such Officer may have knowledge.

ARTICLE XI TRUST INDENTURE ACT

Section 11.1. *Trust Indenture Act; Application.* (a) This Agreement is subject to the provisions of the TIA that are required or deemed to be part of this Agreement and shall, to the extent applicable, be governed by such provisions; and

(b) if and to the extent that any provision of this Agreement limits, qualifies or conflicts with the duties imposed by Section 310 to 317, inclusive, of the TIA, such imposed duties shall control.

Section 11.2. *Lists of Holders of Securities.* (a) The Company shall furnish or cause to be furnished to the Agent (i) quarterly, not later than the record date for any Payment Date in each year, commencing March 15, 2002, a list, in such form as the Agent may reasonably require, of the names and addresses of the Holders ("List of Holders") as of a date not more than 15 days prior to the delivery thereof, and (ii) at such other times as the Agent may request in writing, within 30 days after the receipt by the Company of any such request, a List of Holders as of a date not more than 15 days prior to the time such list is furnished; provided that, the Company 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

45

Holders given to the Agent by the Company. The Agent may destroy any List of Holders previously given to it on receipt of a new List of Holders.

(b) The Agent shall comply with its obligations under Section 311(a) of the TIA, subject to the provisions of Section 311(b) and Section 312(b) of the TIA.

Section 11.3. *Reports by the Agent.* (a) The Agent shall transmit to Holders such reports concerning the Agent and its actions under this Agreement as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto. If required by Section 313(a) of the Trust Indenture Act, the Agent shall, within sixty days after each October 15 following the date of this Agreement deliver to Holders a brief report, dated as of such October 15, which complies with the provisions of such Section 313(a).

(b) A copy of each such report shall, at the time of such transmission to Holders, be filed by the Agent with each stock exchange, if any, upon which the Units are listed, with the Commission and with the Company. The Company will promptly notify the Agent when the Units are listed on any stock exchange and of any delisting thereof.

Section 11.4. *Periodic Reports to Agent.* The Company shall provide to the Agent such documents, reports and information as required by Section 314 (if any) and the compliance certificate required by Section 314 of the TIA in the form, in the manner and at the times required by Section 314 of the TIA.

Section 11.5. *Evidence of Compliance with Conditions Precedent.* The Company shall provide to the Agent such evidence of compliance with any conditions precedent provided for in this Agreement as and to the extent required by Section 314(c) of the TIA. Any certificate or opinion required to be given by an officer pursuant to Section 314(c)(1) of the TIA may be given in the form of an Officer's Certificate. Any opinion required to be given pursuant to Section 314(c)(2) of the TIA may be given in the form of an Opinion of Counsel.

Section 11.6. *Defaults; Waiver.* The Holders of a majority of the Outstanding Units voting together as one class may, by vote, on behalf of all of the Holders, waive any past Default and its consequences, except a default

(a) in the payment on any Unit, or

(b) in respect of a provision hereof which under Section 8.2 cannot be modified or amended without the consent of the Holder of each Outstanding Unit affected.

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

Section 11.7. *Agent's Knowledge of Defaults.* The Agent shall not be deemed to have knowledge of any Default unless a Responsible Officer charged with the administration of this Agreement shall have obtained written notice of such Default.

Section 11.8. *Direction of Agent.* Section 316(a)(1)(A) of the TIA is hereby expressly excluded from this Agreement, as permitted by the TIA.

[* * * SIGNATURE PAGE TO FOLLOW * * *]

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

BOISE CASCADE CORPORATION

By:

Name:

Title:

BNY WESTERN TRUST COMPANY,
as Purchase Contract

By:

Name:

Title:

EXHIBIT A

THIS CERTIFICATE IS A GLOBAL CERTIFICATE WITHIN THE MEANING OF THE PURCHASE CONTRACT AGREEMENT (AS HEREINAFTER DEFINED) AND IS REGISTERED IN THE NAME OF THE CLEARING AGENCY OR A NOMINEE THEREOF. THIS CERTIFICATE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A CERTIFICATE REGISTERED, AND NO TRANSFER OF THIS CERTIFICATE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH CLEARING AGENCY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE PURCHASE CONTRACT AGREEMENT.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Company or its agent for registration of transfer, exchange or payment, and any Certificate issued is registered in the name of Cede & Co., or 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.

No. _____

CUSIP No. _____

Number of Normal Units _____

This Normal Units Certificate certifies that Cede & Co. is the registered Holder of the number of Normal Units set forth above. Each Normal Unit represents (i) either (a) beneficial ownership by the Holder of one 7.50% Preferred Security (the "Preferred Security") of Boise Cascade Trust I, a Delaware statutory business trust (the "Trust"), having a stated liquidation amount of \$50, subject to the Pledge of such Preferred Security by such Holder pursuant to the Pledge Agreement, or (b) if a Tax Event Redemption has occurred or the Preferred Security has been remarketed by the Remarketing Agent (or if the Holder has elected not to have the Preferred Security remarketed by delivering the appropriate Treasury Consideration specified by the Remarketing Agent), the appropriate Treasury Consideration, subject to the Pledge of such Treasury Consideration by such Holder pursuant to the Pledge Agreement, and (ii) the rights and obligations of the Holder under one Purchase Contract with Boise Cascade Corporation, a Delaware corporation (the "Company"). All capitalized terms used herein which are defined in the Purchase Contract Agreement have the meaning set forth therein.

Pursuant to the Pledge Agreement, the Preferred Security or the appropriate Treasury Consideration, as the case may be, constituting part of each Normal Unit evidenced hereby has been pledged to the Collateral Agent, for the benefit of the Company, to secure the obligations of the Holder under the Purchase Contract comprising a part of such Normal Unit.

The Pledge Agreement provides that all payments in respect of the Pledged Preferred Securities or Pledged Treasury Consideration received by the Collateral Agent shall be paid by the Collateral Agent by wire transfer in same day funds (i) in the case of (a) quarterly cash distributions on Normal Units which include Pledged Preferred Securities or Pledged Treasury Consideration and (b) any payments of the Preferred Securities or Treasury Consideration, as the case may be, that have been released from the Pledge pursuant to the Pledge Agreement, to the Agent to the account designated by the Agent, no later than 10:00 a.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 9:00 a.m., New York City time, on a Business Day, then such

A-1

payment shall be made no later than 9:30 a.m., New York City time, on the next succeeding Business Day) and (ii) in the case of payments in respect of any Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, to be paid upon settlement of such Holder's obligations to purchase Common Stock under the Purchase Contract, to the Company on the Stock Purchase Date (as defined herein) in accordance with the terms of the Pledge Agreement, in full satisfaction of the respective obligations of the Holders of the Normal Units of which such Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, are a part under the Purchase Contracts forming a part of such Normal Units. Quarterly distributions on Normal Units which include Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, which are payable quarterly in arrears on March 16, June 16, September 16, and December 16 each year, commencing March 16, 2002 (a "Payment Date"), shall, subject to receipt thereof by the Agent from the Collateral Agent, be paid to the Person in whose name this Normal Units Certificate (or a Predecessor Normal Units Certificate) is registered at the close of business on the Record Date for such Payment Date.

Each Purchase Contract evidenced hereby obligates the Holder of this Normal Units Certificate to purchase, and the Company to sell, on December 16, 2004 (the "Stock Purchase Date"), at a price equal to \$50 (the "Stated Amount"), a number of shares of common stock, \$2.50 par value per share ("Common Stock"), of the Company, equal to the Settlement Rate, unless on or prior to the Stock Purchase Date there shall have occurred a Termination Event or an Early Settlement or Merger Early Settlement with respect to the Normal Units of which such Purchase Contract is a part, all as provided in the Purchase Contract Agreement and more fully described on the reverse hereof. The Purchase Price (as defined herein) for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby, if not paid earlier, shall be paid on the Stock Purchase Date by application of payments received in respect of the Pledged Preferred Securities or the Pledged Treasury Consideration, as the case may be, pledged to secure the obligations of the Holder under such Purchase Contract.

Distributions on the Preferred Securities or payments on the appropriate Treasury Consideration (as specified in clause (i) of the definition of the Remarketing Value), as the case may be, will be payable at the office of the Agent in The City of New York or, at the option of the Company, by check mailed to the address of the Person entitled thereto as such address appears on the Normal Units Register or by wire transfer to an account specified by the Company.

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

Unless the certificate of authentication hereon has been executed by the Agent by manual signature, this Normal Units Certificate shall not be entitled to any benefit under the Pledge Agreement or the Purchase Contract Agreement or be valid or obligatory for any purpose.

A-2

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

BOISE CASCADE CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

HOLDER SPECIFIED ABOVE (as to obligations of such Holder under the Purchase Contracts evidenced hereby)

By: BNY WESTERN TRUST COMPANY,
not individually but solely as
Attorney-in-Fact of such Holder

By:

Name:

Title:

A-3

AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Normal Units Certificates referred to in the within-mentioned Purchase Contract Agreement.

Dated: _____

By: BNY WESTERN TRUST COMPANY,
as Purchase Contract Agent

By:

Authorized Signatory

A-4

(Form of Reverse of Normal Units Certificate)

Each Purchase Contract evidenced hereby is governed by a Purchase Contract Agreement, dated as of December 5, 2001 (as may be supplemented from time to time, the "Purchase Contract Agreement"), between the Company and BNY Western Trust Company, as Purchase Contract Agent (including its successors thereunder, herein called the "Agent"), to which Purchase Contract Agreement and supplemental agreements thereto reference is hereby made for a description of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Agent, the Company, and the Holders and of the terms upon which the Normal Units Certificates are, and are to be, executed and delivered.

Each Purchase Contract evidenced hereby obligates the Holder of this Normal Units Certificate to purchase, and the Company to sell, on the Stock Purchase Date at a price equal to \$50 (the "Purchase Price"), a number of shares of Common Stock of the Company equal to the Settlement Rate, unless, on or prior to the Stock Purchase Date, there shall have occurred a Termination Event or an Early Settlement or Merger Early Settlement with respect to the Unit of which such Purchase Contract is a part. The "Settlement Rate" is equal to (a) if the Average Trading Price (as defined below) is greater than \$38.88 (the "Threshold Appreciation Price"), 1.2860 shares of Common Stock per Purchase Contract, (b) if the Average Trading Price is less than the Threshold Appreciation Price but is greater than \$31.87, the number of shares of Common Stock per Purchase Contract equal to the Stated Amount divided by the Average Trading Price and (c) if the Average Trading Price is less than \$31.87, 1.5689 shares of Common Stock per Purchase Contract, in each case subject to adjustment as provided in the Purchase Contract Agreement. No fractional shares of Common Stock will be issued upon settlement of Purchase Contracts, as provided in the Purchase Contract Agreement.

The "Average Trading Price" means the average of the Closing Price per share of Common Stock on each of the 20 consecutive Trading Days ending on the third Trading Day immediately preceding the Stock Purchase Date.

The "Closing Price" of the Common Stock on any date of determination means the closing sale price (or, if no closing price is reported, the last reported sale price) of the Common Stock on the New York Stock Exchange (the "NYSE") on such date or, if the Common Stock is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which the Common Stock is so listed, or if the Common Stock is not so listed on a United States national or regional securities exchange, as reported by The Nasdaq Stock Market, or, if the Common Stock is not so reported, the last quoted bid price for the Common Stock in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if such bid price is not available, the market value of the Common Stock on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company.

A "Trading Day" means a day on which the Common Stock (a) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (b) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

Each Purchase Contract evidenced hereby may be settled prior to the Stock Purchase Date through Early Settlement or Merger Early Settlement, in accordance with the terms of the Purchase Contract Agreement.

In accordance with the terms of the Purchase Contract Agreement, the Holder of this Normal Units Certificate shall pay the Purchase Price for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby (i) by effecting an Early Settlement or Merger Early Settlement, (ii) by application of payments received in respect of the Pledged Treasury Consideration acquired from the proceeds of a remarketing of the related Pledged Preferred Securities underlying the

A-5

Normal Units represented by this Normal Units Certificate or (iii) if the Holder has elected not to participate in the remarketing, by application of payments received in respect of the Pledged Treasury Consideration deposited by such Holder in respect of such Purchase Contract. If, as provided in the Purchase Contract Agreement, upon the occurrence of a Failed Remarketing the Collateral Agent, for the benefit of the Company, exercises its rights as a secured creditor with respect to the Pledged Preferred Securities related to this Normal Units Certificate, any accumulated and unpaid distributions on such Pledged Preferred Securities will become payable by the Company to the Holder of this Normal Units Certificate in the manner provided for in the Purchase Contract Agreement.

The Company shall not be obligated to issue any shares of Common Stock in respect of a Purchase Contract or deliver any certificates therefor to the Holder unless it shall have received payment in full of the aggregate Purchase Price for the shares of Common Stock to be purchased thereunder in the manner herein set forth.

Under the terms of the Pledge Agreement, the Agent will be entitled to exercise the voting and any other consensual rights pertaining to the Pledged Preferred Securities. Upon receipt of notice of any meeting at which holders of Preferred Securities are entitled to vote or upon the solicitation of consents, waivers or proxies of holders of Preferred Securities, the Agent shall, as soon as practicable thereafter, mail to the Holders of Normal Units a notice (a) containing such information as is contained in the notice or solicitation, (b) stating that each such Holder on the record date set by the Agent therefor (which, to the extent possible, shall be the same date as the record date for determining the holders of Preferred Securities entitled to vote) shall be entitled to instruct the Agent as to the exercise of the voting rights pertaining to the Pledged Preferred Securities constituting a part of such Holder's Normal Units and (c) stating the manner in which such instructions may be given. Upon the written request of the Holders of Normal Units on such record date, the Agent shall endeavor insofar as practicable to vote or cause to be voted, in accordance with the instructions set forth in such requests, the maximum number of Pledged Preferred Securities as to which any particular voting instructions are received. In the absence of specific instructions from the Holder of a Normal Unit, the Agent shall abstain from voting the Pledged Preferred Security evidenced by such Normal Unit.

Upon the occurrence of a Tax Event Redemption prior to the Stock Purchase Date, the Redemption Price payable on the Redemption Date with respect to the Preferred Securities shall be delivered to the Collateral Agent in exchange for the Preferred Securities. Thereafter, pursuant to the terms of the Pledge Agreement, the Collateral Agent for the benefit of the Company will apply an amount equal to the Redemption Amount of such Redemption Price to purchase, the Treasury Consideration and promptly remit the remaining portion of such Redemption Price to the Agent for payment to the Holders of such Normal Units.

Following the occurrence of a Tax Event Redemption prior to the Stock Purchase Date, the Holders of Normal Units and the Collateral Agent shall have such security interests rights and obligations with respect to the Treasury Consideration as the Holder of Normal Units and the Collateral Agent had in respect of the Preferred Securities, as the case may be, subject to the Pledge thereof as provided in Articles II, III, IV, V and VI, of the Pledge Agreement and any reference herein to the Preferred Securities shall be deemed to be reference to such Treasury Consideration.

Upon a voluntary or involuntary dissolution of the Trust, a principal amount of the Senior Debentures constituting the assets of the Trust and underlying the Pledged Preferred Securities equal to the aggregate Stated Amount of the Pledged Preferred Securities shall be delivered to the Collateral Agent in exchange for Pledged Preferred Securities. Thereafter, the Senior Debentures shall be held by the Collateral Agent to secure the obligations of each Holder of Normal Units to purchase shares of Common Stock under the Purchase Contracts constituting a part of such Normal Units. Following a voluntary or involuntary dissolution of the Trust, the Holders and the Collateral Agent shall have such security interests, rights and obligations with respect to the Senior Debentures as the Holders and the

A-6

Collateral Agent had in respect of the Pledged Preferred Securities, and any reference in the Purchase Contract Agreement or Pledge Agreement to the Preferred Securities or Pledged Preferred Securities shall be deemed to be a reference to the Senior Debentures.

The Normal Units Certificates are issuable only in registered form and only in denominations of a single Normal Unit and any integral multiple thereof. The transfer of any Normal Units Certificate will be registered and Normal Units Certificates may be exchanged as provided in the Purchase Contract Agreement. The Normal Units Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents permitted by the Purchase Contract Agreement. No service charge shall be required for any such registration of transfer or exchange, but the Company and the Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. The Holder of a Normal Unit may substitute for the Pledged Preferred Securities or Pledged Treasury Consideration securing its obligations under the related Purchase Contract Treasury Securities in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement. From and after such Collateral Substitution, the Unit for which such Pledged Treasury Securities secures the Holder's obligation under the Purchase Contract shall be referred to as a "Stripped Unit." A Holder that elects to substitute a Treasury Security for Pledged Preferred Securities or Pledged Treasury Consideration, thereby creating Stripped Units, shall be responsible for any fees or expenses payable in connection therewith. Except as provided in the Purchase Contract Agreement, for so long as the Purchase Contract underlying a Normal Unit remains in effect, such Normal Unit shall not be separable into its constituent parts, and the rights and obligations of the Holder of such Normal Units in respect of the Pledged Preferred Security or Pledged Treasury Consideration, as the case may be, and Purchase Contract constituting such Normal Unit may be transferred and exchanged only as a Normal Unit.

A Holder of Stripped Units may reestablish Normal Units by delivering to the Collateral Agent Preferred Securities or the appropriate Treasury Consideration in exchange for the release of the Pledged Treasury Securities in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement.

The Purchase Contracts and all obligations and rights of the Company and the Holders thereunder shall immediately and automatically terminate, without the necessity of any notice or action by any Holder, the Agent or the Company, if, on or prior to the Stock Purchase Date, a Termination Event shall have occurred. Upon the occurrence of a Termination Event, the Company shall promptly but in no event later than two Business Days thereafter give written notice to the Agent, the Collateral Agent and to the Holders, at their addresses as they appear in the Normal Units Register. Upon and after the occurrence of a Termination Event, the Collateral Agent shall release the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, from the Pledge in accordance with the provisions of the Pledge Agreement.

Subject to and upon compliance with the provisions of the Purchase Contract Agreement, at the option of the Holder thereof, Purchase Contracts underlying Securities having an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof may be settled early ("Early Settlement") as provided in the Purchase Contract Agreement; provided, however, that if a Tax Event Redemption has occurred and the Treasury Consideration has become a component of the Normal Units, Holders may early settle Normal Units only in integral multiples of 20 Normal Units. In order to exercise the right to effect Early Settlement with respect to any Purchase Contracts evidenced by this Normal Unit Certificate, the Holder of this Normal Unit Certificate shall deliver this Normal Unit Certificate to the Agent at the Corporate Trust Office duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early set forth below duly completed and accompanied by payment in the form of immediately available funds payable to the order of the Company in an amount (the "Early Settlement

Amount") equal to the product of (A) the Stated Amount times (B) the number of Purchase Contracts with respect to which the Holder has elected to effect Early Settlement. Upon

A-7

Early Settlement of Purchase Contracts by a Holder of the related Units, the Pledged Preferred Securities or the Pledged Treasury Consideration shall be released from the Pledge as provided in the Pledge Agreement and the Holder shall be entitled to receive a number of shares of Common Stock on account of each Purchase Contract forming part of a Normal Unit as to which Early Settlement is effected equal to the Early Settlement Rate. The Early Settlement Rate shall initially be equal to shares of Common Stock and shall be adjusted in the same manner and at the same time as the Settlement Rate is adjusted as provided in the Purchase Contract Agreement.

Upon registration of transfer of this Normal Units Certificate, the transferee shall be bound (without the necessity of any other action on the part of such transferee, except as may be required by the Agent pursuant to the Purchase Contract Agreement), under the terms of the Purchase Contract Agreement and the Purchase Contracts evidenced hereby and the transferor shall be released from the obligations under the Purchase Contracts evidenced by this Normal Units Certificate. The Company covenants and agrees, and the Holder, by its acceptance hereof, likewise covenants and agrees, to be bound by the provisions of this paragraph.

The Holder of this Normal Units Certificate, by its acceptance hereof, authorizes the Agent to enter into and perform the related Purchase Contracts forming part of the Normal Units evidenced hereby on his behalf as his attorney-in-fact, expressly withholds any consent to the assumption (i.e., affirmation) of the Purchase Contracts by the Company or its trustee in the event that the Company becomes the subject of a case under the Bankruptcy Code, agrees to be bound by the terms and provisions thereof, covenants and agrees to perform such Holder's obligations under such Purchase Contracts, consents to the provisions of the Purchase Contract Agreement, authorizes the Agent to enter into and perform the Pledge Agreement on such Holder's behalf as attorney-in-fact, and consents to the Pledge of the Preferred Securities or the appropriate Treasury Consideration, as the case may be, underlying this Normal Units Certificate pursuant to the Pledge Agreement. The Holder further covenants and agrees, that, to the extent and in the manner provided in the Purchase Contract Agreement and the Pledge Agreement, but subject to the terms thereof, payments in respect of the Pledged Preferred Securities or the Pledged Treasury Consideration, as the case may be, to be paid upon settlement of such Holder's obligations to purchase Common Stock under the Purchase Contract, shall be paid on the Stock Purchase Date by the Collateral Agent to the Company in satisfaction of such Holder's obligations under such Purchase Contract and such Holder shall acquire no right, title or interest in such payments.

Each Holder of any Unit, and each Beneficial Owner thereof, by its acceptance thereof or of its interest therein, further agrees to treat (i) itself as the owner of the related Preferred Securities, Treasury Consideration or Treasury Securities, as the case may be, and (ii) the Senior Debentures as indebtedness of the Company, in each case, for United States federal, state and local income and franchise tax purposes.

Subject to certain exceptions, the provisions of the Purchase Contract Agreement may be amended with the consent of the Holders of a majority of the Purchase Contracts.

The Purchase Contracts shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York, without regard to its principles of conflicts of laws.

The Company, the Agent and its Affiliates and any agent of the Company or the Agent may treat the Person in whose name this Normal Units Certificate is registered as the owner of the Normal Units evidenced hereby for the purpose of receiving payments of distributions payable quarterly on the Preferred Securities or the Treasury Portfolio, as the case may be, performance of the Purchase Contracts and for all other purposes whatsoever, whether or not any payments in respect thereof be overdue and notwithstanding any notice to the contrary, and neither the Company, the Agent, such Affiliates nor any such agent shall be affected by notice to the contrary.

The Purchase Contracts shall not, prior to the settlement thereof, entitle the Holder to any of the rights of a holder of shares of Common Stock.

A copy of the Purchase Contract Agreement is available for inspection at the offices of the Agent.

A-8

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM— as tenants in common

UNIF GIFT MIN ACT— Custodian

(cust)

(minor)

Under Uniform Gifts to Minors Act

(State)

TEN ENT— as tenants by the entireties

JT TEN— as joint tenants with right of survivorship and not as tenants in common Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please insert Social Security or Taxpayer I.D. or other Identifying Number of Assignee)

(Please Print or Type Name and Address Including Postal Zip Code of Assignee)
within Normal Unit Certificates and all rights thereunder, hereby irrevocably constituting and appointing

attorney to transfer said Normal Unit Certificates on the books of Boise Cascade Corporation with full power of substitution in the premises.

Dated:

Signature

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Normal Unit Certificates in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended

A-9

SETTLEMENT INSTRUCTIONS

The undersigned Holder directs that a certificate for shares of Common Stock deliverable upon settlement on or after the Stock Purchase Date of the Purchase Contracts underlying the number of Normal Units evidenced by this Normal Units Certificate be registered in the name of, and delivered, together with a check in payment for any fractional share, to the undersigned at the address indicated below unless a different name and address have been indicated below. If shares are to be registered in the name of a Person other than the undersigned, the undersigned will pay any transfer tax payable incident thereto.

Dated:

Signature:

Signature:

Signature Guarantee:

Signature Guarantee:

If assigned to another person)

If assigned to another person)

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended

If shares are to be registered in the name of and delivered to a Person other than the Holder, please (i) print such Person's name and address and (ii) provide a guarantee of your signature.

REGISTERED HOLDER

Please print name and address of Registered Holder:

Name

Name

Address

Address

Social Security or other Taxpayer Identification Number, if any

A-10

EXHIBIT B

THIS CERTIFICATE IS A GLOBAL CERTIFICATE WITHIN THE MEANING OF THE PURCHASE CONTRACT AGREEMENT (AS HEREINAFTER DEFINED) AND IS REGISTERED IN THE NAME OF A CLEARING AGENCY OR A NOMINEE THEREOF. THIS CERTIFICATE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A CERTIFICATE REGISTERED, AND NO TRANSFER OF THIS CERTIFICATE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH CLEARING AGENCY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE PURCHASE CONTRACT AGREEMENT.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Company or its agent for registration of transfer, exchange or payment, and any Certificate issued is registered in the name of Cede & Co., or 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.

No. _____

CUSIP No. _____

Number of Stripped Units _____

Form of Face of Stripped Units Certificate

This Stripped Units Certificate certifies that Cede & Co. is the registered Holder of the number of Stripped Units set forth above. Each Stripped Unit represents (i) a $\frac{1}{20}$ undivided beneficial ownership interest in a Treasury Security, subject to the Pledge of such interest in such Treasury Security by such Holder pursuant to the Pledge Agreement, and (ii) the rights and obligations of the Holder under one Purchase Contract with Boise Cascade Corporation, a Delaware corporation (the "Company"). All capitalized terms used herein which are defined in the Purchase Contract Agreement have the meaning set forth therein.

Pursuant to the Pledge Agreement, the Treasury Security constituting part of each Stripped Unit evidenced hereby has been pledged to the Collateral Agent, for the benefit of the Company, to secure the obligations of the Holder under the Purchase Contract comprising a part of such Stripped Unit.

Each Purchase Contract evidenced hereby obligates the Holder of this Stripped Units Certificate to purchase, and the Company to sell, on December 16, 2004 (the "Stock Purchase Date"), at a price equal to \$50 (the "Stated Amount"), a number of shares of common stock, \$2.50 par value per share ("Common Stock"), of the Company, equal to the Settlement Rate, unless on or prior to the Stock Purchase Date there shall have occurred a Termination Event or an Early Settlement or Merger Early Settlement with respect to the Stripped Units of which such Purchase Contract is a part, all as provided in the Purchase Contract Agreement and more fully described on the reverse hereof. The Purchase Price (as defined herein) for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby, if not paid earlier, shall be paid on the Stock Purchase Date by application of payments received in respect of the Pledged Treasury Securities pledged to secure the obligations under such Purchase Contract in accordance with the terms of the Pledge Agreement.

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

B-1

Unless the certificate of authentication hereon has been executed by the Agent by manual signature, this Stripped Units Certificate shall not be entitled to any benefit under the Pledge Agreement or the Purchase Contract Agreement or be valid or obligatory for any purpose.

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

BOISE CASCADE CORPORATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

HOLDER SPECIFIED ABOVE (as to obligations of such Holder under the Purchase Contracts evidenced hereby)

By: BNY WESTERN TRUST COMPANY,

not individually but solely as
Attorney-in-Fact of such Holder

By: _____

Name: _____

Title: _____

B-2

AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Stripped Units referred to in the within-mentioned Purchase Contract Agreement.

Dated:

By: BNY WESTERN TRUST COMPANY,
as Purchase Contract Agent

By: _____

Authorized Signatory

B-3

(Reverse of Stripped Units Certificate)

Each Purchase Contract evidenced hereby is governed by a Purchase Contract Agreement, dated as of December 5, 2001 (as may be supplemented from time to time, the "Purchase Contract Agreement"), between the Company and BNY Western Trust Company, as Purchase Contract Agent (including its successors thereunder, herein called the "Agent"), to which the Purchase Contract Agreement and supplemental agreements thereto reference is hereby made for a description of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Agent, the Company and the Holders and of the terms upon which the Stripped Units Certificates are, and are to be, executed and delivered.

Each Purchase Contract evidenced hereby obligates the Holder of this Stripped Units Certificate to purchase, and the Company to sell, on the Stock Purchase Date at a price equal to the Stated Amount (the "Purchase Price"), a number of shares of Common Stock of the Company equal to the Settlement Rate, unless, on or prior to the Stock Purchase Date, there shall have occurred a Termination Event or an Early Settlement or Merger Early Settlement with respect to the Unit of which such Purchase Contract is a part. The "Settlement Rate" is equal to (a) if the Average Trading Price (as defined below) is greater than \$38.88 (the "Threshold Appreciation Price"), 1.2860 shares of Common Stock per Purchase Contract, (b) if the Average Trading Price is less than the Threshold Appreciation Price but is greater than \$31.87, the number of shares of Common Stock per Purchase Contract equal to the Stated Amount divided by the Average Trading Price and (c) if the Average Trading Price is less than \$31.87, 1.5689 shares of Common Stock per Purchase Contract, in each case subject to adjustment as provided in the Purchase Contract Agreement. No fractional shares of Common Stock will be issued upon settlement of Purchase Contracts, as provided in the Purchase Contract Agreement.

The "Average Trading Price" means the average of the Closing Prices per share of Common Stock on each of the 20 consecutive Trading Days ending on the third Trading Day immediately preceding the Stock Purchase Date.

The "Closing Price" of the Common Stock on any date of determination means the closing sale price (or, if no closing price is reported, the last reported sale price) of the Common Stock on the New York Stock Exchange (the "NYSE") on such date or, if the Common Stock is not listed for trading on the NYSE on any such date, as reported in the composite transactions for the principal United States securities exchange on which the Common Stock is so listed, or if the Common Stock is not so listed on a United States national or regional securities exchange, as reported by The Nasdaq Stock Market, or, if the Common Stock is not so reported, the last quoted bid price for the Common Stock in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if such bid price is not available, the market value of the Common Stock on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company.

A "Trading Day" means a day on which the Common Stock (a) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (b) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

Each Purchase Contract evidenced hereby may be settled prior to the Stock Purchase Date through Early Settlement or Merger Early Settlement, in accordance with the terms of the Purchase Contract Agreement.

In accordance with the terms of the Purchase Contract Agreement, the Holder of this Stripped Units Certificate shall pay the Purchase Price for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby (i) by effecting an Early Settlement or Merger Early

B-4

Settlement or (ii) by application of payments received in respect of the Pledged Treasury Securities underlying the Stripped Units represented by this Stripped Units Certificate.

The Company shall not be obligated to issue any shares of Common Stock in respect of a Purchase Contract or deliver any certificates therefor to the Holder unless it shall have received payment in full of the aggregate Purchase Price for the shares of Common Stock to be purchased thereunder in the manner herein set forth.

The Stripped Units Certificates are issuable only in registered form and only in denominations of a single Stripped Unit and any integral multiple thereof. The transfer of any Stripped Units Certificate will be registered and Stripped Units Certificates may be exchanged as provided in the Purchase Contract Agreement. The Stripped Units Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents permitted by the Purchase Contract Agreement. No service charge shall be required for any such registration of transfer or exchange, but the Company and the Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. The Holder of a Stripped Unit may substitute for the Pledged Treasury Securities securing its obligations under the related Purchase Contract Preferred Securities or the appropriate Treasury Consideration in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement. From and after such substitution, the Unit for which such Pledged Preferred Securities or Pledged Treasury Consideration secures the Holder's obligation under the Purchase Contract shall be referred to as a "Normal Unit." A Holder that elects to substitute Preferred Securities or the appropriate Treasury Consideration, as the case may be, for Pledged Treasury Securities, thereby reestablishing Normal Units, shall be responsible for any fees or expenses payable in connection therewith. Except as provided in the Purchase Contract Agreement, for so long as the Purchase Contract underlying a Stripped Unit remains in effect, such Stripped Unit shall not be separable into its constituent parts, and the rights and obligations of the Holder of such Stripped Unit in respect of the Pledged Treasury Security and the Purchase Contract constituting such Stripped Unit may be transferred and exchanged only as a Stripped Unit.

The Purchase Contracts and all obligations and rights of the Company and the Holders thereunder, shall immediately and automatically terminate, without the necessity of any notice or action by any Holder, the Agent or the Company, if, on or prior to the Stock Purchase Date, a Termination Event shall have occurred. Upon the occurrence of a Termination Event, the Company shall promptly but in no event later than two Business Days thereafter give written notice to the Agent, the Collateral Agent and to the Holders, at their addresses as they appear in the Stripped Units Register. Upon and after the occurrence of a Termination Event, the Collateral Agent shall release the Pledged Treasury Securities from the Pledge in accordance with the provisions of the Pledge Agreement.

Subject to and upon compliance with the provisions of the Purchase Contract Agreement, at the option of the Holder thereof, Purchase Contracts underlying Securities having an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof may be settled early ("Early Settlement") as provided in the Purchase Contract Agreement. In order to exercise the right to effect Early Settlement with respect to any Purchase Contracts evidenced by this Stripped Unit Certificate, the Holder of this Stripped Unit Certificate shall deliver this Stripped Unit Certificate to the Agent at the Corporate Trust Office duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early set forth below duly completed and accompanied by payment in the form of immediately available funds payable to the order of the Company in an amount (the "Early Settlement Amount") equal to the product of (A) the Stated Amount times (B) the number of Purchase Contracts with respect to which the Holder has elected to effect Early Settlement. Upon Early Settlement of Purchase Contracts by a Holder of the related Units, the Pledged Treasury Consideration shall be released from the Pledge as provided in the Pledge Agreement and the Holder shall be entitled to receive, a number of shares of common Stock on account of each Purchase Contract forming part of a Stripped Unit as

B-5

to which Early Settlement is effected equal to 1.2860 shares of Common Stock per Purchase Contract (the "Early Settlement Rate").

Upon registration of transfer of this Stripped Units Certificate, the transferee shall be bound (without the necessity of any other action on the part of such transferee, except as may be required by the Agent pursuant to the Purchase Contract Agreement), under the terms of the Purchase Contract Agreement and the Purchase Contracts evidenced hereby and the transferor shall be released from the obligations under the Purchase Contracts evidenced by this Stripped Units Certificate. The Company covenants and agrees, and the Holder, by his acceptance hereof, likewise covenants and agrees, to be bound by the provisions of this paragraph.

The Holder of this Stripped Units Certificate, by his acceptance hereof, authorizes the Agent to enter into and perform the related Purchase Contracts forming part of the Stripped Units evidenced hereby on his behalf as its attorney-in-fact, expressly withholds any consent to the assumption (i.e., affirmation) of the Purchase Contracts by the Company or its trustee in the event that the Company becomes the subject of a case under the Bankruptcy Code, agrees to be bound by the terms and provisions thereof, covenants and agrees to perform such Holder's obligations under such Purchase Contracts, consents to the provisions of the Purchase Contract Agreement, authorizes the Agent to enter into and perform the Pledge Agreement on such Holder's behalf as attorney-in-fact, and consents to the Pledge of the Treasury Securities underlying this Stripped Units Certificate pursuant to the Pledge Agreement. The Holder further covenants and agrees, that, to the extent and in the manner provided in the Purchase Contract Agreement and the Pledge Agreement, but subject to the terms thereof, payments in respect of the Pledged Treasury Securities, to be paid upon settlement of such Holder's obligations to purchase Common Stock under the Purchase Contract, shall be paid on the Stock Purchase Date by the Collateral Agent to the Company in satisfaction of such Holder's obligations under such Purchase Contract and such Holder shall acquire no right, title or interest in such payments.

Each Holder of any Unit, and each Beneficial Owner thereof, by its acceptance thereof or of its interest therein, further agrees to treat (i) itself as the owner of the related Preferred Securities, Treasury Consideration or Treasury Securities, as the case may be, and (ii) the Senior Debentures as indebtedness of the Company, in each case, for United States federal, state and local income and franchise tax purposes.

Subject to certain exceptions, the provisions of the Purchase Contract Agreement may be amended with the consent of the Holders of a majority of the Purchase Contracts.

The Purchase Contracts shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York, without regard to its principles of conflicts of laws.

The Company, the Agent and its Affiliates and any agent of the Company or the Agent may treat the Person in whose name this Stripped Units Certificate is registered as the owner of the Stripped Units evidenced hereby for the purpose of performance of the Purchase Contracts and for all other purposes whatsoever, whether or not any payments in respect thereof be overdue and notwithstanding any notice to the contrary, and neither the Company, the Agent, such Affiliate, nor any such agent shall be affected by notice to the contrary.

The Purchase Contracts shall not, prior to the settlement thereof, entitle the Holder to any of the rights of a holder of shares of Common Stock.

A copy of the Purchase Contract Agreement is available for inspection at the offices of the Agent.

B-6

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this instrument, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM— as tenants in common

UNIF GIFT MIN ACT— Custodian

(cust) (minor)

Under Uniform Gifts to Minors Act

(State)

TEN ENT— as tenants by the entireties

JT TEN— as joint tenants with right of survivorship and not as tenants in common Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

(Please insert Social Security or Taxpayer I.D. or other Identifying Number of Assignee)

(Please Print or Type Name and Address Including Postal Zip Code of Assignee)

the within Stripped Unit Certificates and all rights thereunder, hereby irrevocably constituting and appointing

attorney to transfer said Stripped Unit Certificates on the books of Boise Cascade Corporation with full power of substitution in the premises.

Dated:

Signature

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Stripped Unit Certificates in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended

B-7

SETTLEMENT INSTRUCTIONS

The undersigned Holder directs that a certificate for shares of Common Stock deliverable upon settlement on or after the Stock Purchase Date of the Purchase Contracts underlying the number of Stripped Units evidenced by this Stripped Units Certificate be registered in the name of, and delivered, together with a check in payment for any fractional share, to the undersigned at the address indicated below unless a different name and address have been indicated below. If shares are to be registered in the name of a Person other than the undersigned, the undersigned will pay any transfer tax payable incident thereto.

Dated:

Signature

Signature Guarantee:

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended

If shares are to be registered in the name of and delivered to REGISTERED HOLDER a Person other than the Holder please print such Person's name and address:

REGISTERED HOLDER

Please print name and address of Registered Holder:

Name

Name

Address

Address

Social Security or other Taxpayer Identification Number, if any

B-8

ELECTION TO SETTLE EARLY

The undersigned Holder of this Stripped Units Certificate hereby irrevocably exercises the option to effect Early Settlement in accordance with the terms of the Purchase Contract Agreement with respect to the Purchase Contracts underlying the number of Stripped Units evidenced by this Stripped Units Certificate specified below. The option to effect Early Settlement may be exercised only with respect to Purchase Contracts underlying Stripped Units with an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof. The undersigned Holder directs that a certificate for shares of Common Stock deliverable upon such Early Settlement be registered in the name of, and delivered, together with a check in payment for any fractional share and any Stripped Units Certificate representing any Stripped Units evidenced hereby as to which Early Settlement of the related Purchase Contracts is not effected, to the undersigned at the address indicated below unless a different name and address have been indicated below. Pledged Treasury Securities deliverable upon such Early Settlement will be transferred in accordance with the transfer instructions set forth below. If shares are to be registered in the name of a Person other than the undersigned, the undersigned will pay any transfer tax payable incident thereto.

Dated:

Signature

Signature Guarantee:

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended

Number of Securities evidenced hereby as to which Early Settlement of the related Purchase Contracts is being elected:

If shares of Common Stock or Stripped Unit Certificates are to be registered in the name of and delivered to and Pledged Treasury Securities are to be transferred to a Person other than the Holder, please print such Person's name and address:

REGISTERED HOLDER

Please print name and address of Registered Holder:

Name

Name

Address

Address

Social Security or other Taxpayer Identification Number, if any

B-9

Transfer Instructions for Pledged Treasury Securities transferable upon Early Settlement or a Termination Event:

EXHIBIT D
INSTRUCTION TO PURCHASE CONTRACT AGENT

BNY Western Trust Company
601 Union Street
Suite 1720
Seattle, Washington 98101
Attention: Corporate Trust

Re: Equity Security Units of Boise Cascade Corporation (the "Company"), and
Boise Cascade Trust I

The undersigned Holder hereby notifies you that it has delivered to JPMorgan Chase Bank, as Collateral Agent, Custodial Agent and Securities Intermediary [\$ aggregate principal amount of Treasury Securities] [\$ stated liquidation amount of Preferred Securities or the appropriate Treasury Consideration, as the case may be,] in exchange for the related [Pledged Preferred Securities or Pledged Treasury Consideration as the case may be,] [Pledged Treasury Securities] held by the Collateral Agent, in accordance with Section 4.1 of the Pledge Agreement, dated December 5, 2001, among you, the Company and the Collateral Agent. The undersigned Holder has paid the Collateral Agent all applicable fees relating to such exchange. The undersigned Holder hereby instructs you to instruct the Collateral Agent to release to you on behalf of the undersigned Holder the [Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be,] [Pledged Treasury Securities] related to such [Normal Units] [Stripped Units].

Date: _____ By: _____
Name: _____
Title: _____

Signature Guarantee: _____

Signatures must be guaranteed by an eligible guarantor institution" meeting the requirements of the Registrant, which requirements include membership or participation in the Security Transfer Agent 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 Exchange Act of 1934, as amended.

D-1

EXHIBIT E
FORMS OF REMARKETING AGREEMENT

E-1

Boise Cascade Corporation
7.50% Senior Debentures due 2006

[FORM OF REMARKETING AGREEMENT*]

[DATE]

[NAME OF REMARKETING AGENT]

Ladies and Gentlemen:

[Name of Remarketing Agent], a (the "Remarketing Agent"), is undertaking to remarket 7.50% Senior Debentures due 2006 (the "Debentures"), issued by Boise Cascade Corporation, a Delaware corporation (the "Company").

This Remarketing Agreement (this "Agreement") is being entered into pursuant to the Purchase Contract Agreement between the Company and BNY Western Trust Company, as purchase contract agent (the "Purchase Contract Agent"), dated as of December 5, 2001 (the "Purchase Contract Agreement"). The Debentures have been issued by the Company pursuant to Indenture, dated as of October 1, 1985, between the Company and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the "Original Trustee") (the "Original Indenture"), as supplemented by the First Supplemental Indenture between the Company and the Original Trustee, dated as of December 20, 1989 (the "First Supplement"), the Second Supplemental Indenture between the Company and the Original Trustee, dated as of August 1, 1990 (the "Second Supplement"), and the Third Supplemental Indenture, dated as of December 5, 2001, among the Company, the Original Trustee and BNY Western Trust Company, as series trustee (the "Trustee") (the "Third Supplement," and together with the Original Indenture, the First Supplement and the Second Supplement, the "Indenture").

Each Debenture was issued by the Company to Boise Cascade I (the "Trust") to underlying preferred securities ("Preferred Securities") issued as part of an equity security unit (each, a "Unit") that initially also included a contract (a "Purchase Contract") under which the holder of the related Unit will purchase from the Company on December 26, 2004, a number of shares (the "Issuable Common Stock") of common stock, par value \$2.50 per share, of the Company (the

"Common Stock") equal to the Settlement Rate as set forth in the Purchase Contract Agreement. In connection with the liquidation of the Trust, the Debentures were issued to the holders of the Preferred Securities, and the Normal Units include Debentures in lieu of Preferred Securities. In accordance with the terms of the Purchase Contract Agreement, the Debentures constituting a part of the Units have been pledged by the Purchase Contract Agent, on behalf of the holders of the Units, to JPMorgan Chase Bank, as collateral agent, custodial agent and securities intermediary (the "Collateral Agent"), pursuant to the Pledge Agreement, dated as of December 5, 2001 (the "Pledge Agreement"), among the Company, the Purchase Contract Agent and the Collateral Agent to secure the holders' obligation to purchase the Issuable Common Stock under the Purchase Contracts.

Capitalized terms used and not defined in this Agreement shall have the meanings set forth in the Indenture, the Purchase Contract Agreement, the Pledge Agreement, the Declaration and the Underwriting Agreement among the Company, the Trust and the several underwriters named therein, dated as of 29, 2001, entered into in connection with the initial public offering of the Units (the "Underwriting Agreement"), as the case may be.

*This form of Remarketing Agreement is to be used if the Preferred Securities have been redeemed in whole.

The Remarketing (as defined below) of the Debentures is provided for in the Purchase Contract Agreement. As used in this Agreement, "Transaction Documents" shall mean, collectively, the Indenture, the Purchase Contract Agreement, the Declaration, the Pledge Agreement and this Agreement; the term "Remarketed Debentures" means the Debentures subject to the Remarketing as notified to the Remarketing Agent by the Purchase Contract Agent and the Custodial Agent, on or prior to the first Business Day prior to a Remarketing Date; the term "Remarketing Procedures" means the procedures in connection with the Remarketing of the Debentures, as described herein and in the Purchase Contract Agreement and the Pledge Agreement; the term "Remarketing" means the remarketing of the Remarketed Debentures pursuant to the Remarketing Procedures; the term "Remarketing Date" means the third Business Day immediately preceding September 16, 2004; and the term "Instruments" means the Remarketed Debentures, the Purchase Contracts, the Units, the Preferred Securities, the Debentures and the Issuable Common Stock.

SECTION 1. *Appointment and Obligations of the Remarketing Agent.*

(a) The Company hereby appoints _____ as exclusive Remarketing Agent and Reset Agent, and _____ hereby accepts such appointment, for the purpose of (i) Remarketing Remarketed Debentures on behalf of the holders thereof and (ii) performing such other duties as are assigned to the Remarketing Agent and Reset Agent in the Remarketing Procedures, all in accordance with and pursuant to the Remarketing Procedures.

(b) The Remarketing Agent agrees (i) to use its commercially reasonable best efforts to remarket the Remarketed Debentures tendered or deemed tendered to the Remarketing Agent in the Remarketing, (ii) to notify the Company, the Depositary and the Indenture Trustee promptly of the Reset Rate and (iii) to establish the Reset Rate and carry out such other duties as are assigned to the Remarketing Agent and Reset Agent in the Remarketing Procedures, all in accordance with the provisions of the Remarketing Procedures.

(c) On the Remarketing Date, the Remarketing Agent shall use its reasonable best efforts to remarket, at a price equal to 100.5% of the Remarketing Value, the Remarketed Preferred Securities tendered or deemed tendered for purchase.

(d) If, as a result of the efforts described in Section 1(b), the Remarketing Agent determines, after consultation with the Company, that it will be able to remarket all Remarketed Debentures tendered or deemed tendered for purchase at a price of 100.5% of the Remarketing Value prior to 4:00 p.m., New York City time, on the Remarketing Date, the Remarketing Agent, after consultation with the Company, shall (i) determine the rate of interest (the "Reset Rate") that will enable it to remarket all Remarketed Debentures tendered or deemed tendered for Remarketing and (ii) commit to purchase, on a third-day settlement basis, and on the third Business Day following the Remarketing Date (the "Remarketing Closing Date"), shall purchase, the Agent-purchased Treasury Consideration.

(e) If the Remarketing Agent cannot remarket the Debentures on the Remarketing Date, the Remarketing Agent shall use its commercially reasonable best efforts to attempt to remarket Debentures on each of the two Business Days immediately following the Remarketing Date and, if necessary, on each of the three Business Days immediately preceding November 1, 2004, and if necessary, on each of the three Business Days immediately preceding the Stock Purchase Date in accordance with the Remarketing Procedures (each such remarketing, the "Subsequent Remarketing"), provided that (i) the notice of any Subsequent Remarketing cannot be given until the Failed Remarketing notice has been published in accordance with the Remarketing Procedures in respect of any immediately preceding Failed Remarketing and (ii) the Remarketing Closing Date in respect of any Subsequent Remarketing must fall no later than on the Business Day immediately preceding the Stock Purchase Date.

(f) If, by 4:00 p.m., New York City time, on a Remarketing Date (including a Remarketing Date of any Subsequent Remarketing), the Remarketing Agent is unable to remarket all Remarketed Debentures tendered or deemed tendered for purchase, a failed Remarketing ("Failed Remarketing") shall be deemed to have occurred, and the Remarketing Agent shall, on such date, so advise by telephone the Depositary, the Purchase Contract Agent, the Trustee, the Company and the Collateral Agent.

(g) On the third Business Day following any Failed Remarketing, the Remarketing Agent shall remit (i) to the Custodial Agent the Remarketed Debentures comprised of the Separate Debentures, and (ii) to the Collateral Agent the balance of the Remarketed Debentures.

(h) If by 4:00 p.m., New York City time, on the Business Day immediately preceding December 16, 2004, the Remarketing Agent, in spite of using its commercially reasonable best efforts, fails to remarket all of the Debentures tendered or deemed tendered for purchase, the "Last Failed Remarketing" will be deemed to have occurred. In this case, the Remarketing Agent shall so advise by telephone the Depositary, the Purchase Contract Agent Trustee, the Company, the Trust and the Collateral Agent. On the third Business Day following the Last Failed Remarketing, the Remarketing Agent shall remit (i) to the Custodial Agent the Remarketed Debentures comprised of the Separate Debentures and (ii) to the Collateral Agent the balance of the Remarketed Debentures.

(i) By approximately 4:30 p.m., New York City time, on the Remarketing Date, provided that there has not been a Failed Remarketing (including the Last Failed Remarketing), the Remarketing Agent shall advise by telephone the Company, the Purchase Contract Agent, the Depositary and the Trustee of the Reset Rate determined in the Remarketing and the number of Remarketed Debentures sold in the Remarketing.

(j) In accordance with the Depository's normal procedures, on the Remarketing Closing Date, the transactions described above with respect to each Debenture tendered for purchase and sold in the Remarketing shall be executed through the Depository, and the accounts of the respective Depository participants shall be debited and credited and such Debentures delivered by book-entry as necessary to effect purchases and sales of such Debentures.

(k) On the Remarketing Closing Date, the tender and settlement procedures set forth in this Section 1, including provisions for payment by purchasers of the Debentures in the Remarketing, shall be subject to modification to the extent required by the Depository or if the Depository's book-entry system is no longer available for the Debentures at the time of the Remarketing, to facilitate the tendering and remarketing of the Debentures in certificated form. In addition, the Remarketing Agent may modify the settlement procedures set forth herein in order to facilitate the settlement process.

(l) On the Remarketing Closing Date, the Remarketing Agent shall remit to the Collateral Agent through the Purchase Contract Agent the Agent-purchased Treasury Consideration.

(m) On the Remarketing Closing Date, the Remarketing Agent shall retain as a remarketing fee an amount not exceeding 25 basis points (.25%) of the total proceeds from the sale of the Remarketed Debentures and shall remit (i) the remaining portion of the balance attributable to the Separate Debentures to the Custodial Agent for distribution to the holders of the Separate Debentures that were remarketed and (ii) the remaining portion of the balance to the Purchase Contract Agent for distribution to the holders of the Remarketed Debentures in accordance with the Purchase Contract Agreement.

SECTION 2. *Representations, Warranties and Agreements of the Company.* The Company represents, warrants and agrees (i) on and as of the date hereof, (ii) on and as of the date the Prospectus or other Remarketing Materials (each as defined in Section 2(a) below) are first distributed

3

in connection with the Remarketing (the "Commencement Date") and (iii) on and as of the Remarketing Date, that:

(a) [IN THE EVENT REGISTRATION IS REQUIRED, INSERT THE FOLLOWING: A registration statement on Form S-3 and amendments thereto have been prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations (the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission") and filed with the Commission under the Securities Act, and such registration statement and any post-effective amendments thereto, each in the form heretofore delivered to the Remarketing Agent, have been declared effective by the Commission in such form. As used in this Agreement, "Effective Time" means the date and time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission; "Effective Date" means the date of the Effective Time of such registration statement; Preliminary Prospectus means each prospectus included in such registration statement, or amendment thereto, before it became effective under the Securities Act and any prospectus filed by the Company with consent of the Remarketing Agent pursuant to Rule 424(a) of the Rules and Regulations; "Registration Statement" means such registration statement, as amended at its Effective Time, including documents incorporated by reference therein at such time and, if applicable, all information contained in the final prospectus filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations, including any information deemed to be part of such Registration Statement as of the Effective Time pursuant to paragraph (b) of Rule 430A of the Rules and Regulations; and "Prospectus" means such final prospectus, as first filed pursuant to Rule 424(b) of the Rules and Regulations. Reference made herein to any Preliminary Prospectus, the Prospectus or any other information furnished by the Company to the Remarketing Agent for distribution to investors in connection with the Remarketing (the "Remarketing Materials") shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act as of the date of such Preliminary Prospectus or the Prospectus, as the case may be, or, in the case of Remarketing Materials, referred to as incorporated by reference therein, and any reference to any amendment or supplement to any Preliminary Prospectus, the Prospectus or the Remarketing Materials shall be deemed to refer to and include any document filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of such Preliminary Prospectus or the Prospectus incorporated by reference therein pursuant to Item 12 of Form S-3 or, if so incorporated, after the date of the Remarketing Materials, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to include any annual report of the Company filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act after the Effective Time that is incorporated by reference in the Registration Statement.] [IN THE EVENT REGISTRATION IS NOT REQUIRED, INSERT THE FOLLOWING: The Company has provided to the Remarketing Agent, for use in connection with the remarketing of the Debentures, a preliminary remarketing memorandum and remarketing memorandum, [AND DESCRIBE OTHER MATERIALS IF ANY]. Such remarketing memorandum (including the documents incorporated or deemed incorporated by reference therein) is hereafter called, collectively, the "Prospectus," such preliminary marketing memorandum (including the documents incorporated or deemed incorporated by reference therein) is hereafter called a "Preliminary Prospectus" and any other information furnished by the Company to the Remarketing Agent for distribution to investors in connection with the Remarketing is hereafter called the "Remarketing Materials"). The Company hereby consents to the use of the Prospectus, the Preliminary Prospectus and the Remarketing Materials in connection with the Remarketing.

(b) [(i)] The [Registration Statement conforms, and the Prospectus, the Preliminary Prospectus and the Remarketing Materials, and any further amendments or supplements to the Registration Statement, the Prospectus or the Remarketing Materials, will conform, in all material

4

respects to the requirements of the Securities Act and the Rules and Regulations and the Registration Statement, the] Prospectus and the Remarketing Materials do not and will not, [as of the Effective Date (as to the Registration Statement and any amendment thereto), as of the applicable filing date (as to the Prospectus and any amendment or supplement thereto)] [as of their respective dates] and as of the Commencement Date, the Remarketing Date and the Remarketing Closing Date contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Remarketing Agent expressly for use therein[;

(ii) the Commission has not issued any order preventing or suspending the use or effectiveness of the Registration Statement, any Preliminary Prospectus, the Prospectus or the Remarketing Materials].

(c) The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents, as of their respective effective or filing dates, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with

the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not, as of their respective effective or filing dates, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall apply only to documents so filed and incorporated by reference during the period that a prospectus relating to the Units is required to be delivered in connection with sales of such Units by any underwriters (such period being hereinafter sometimes referred to as the "prospectus delivery period"), and provided further, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Remarketing Agent expressly for use therein.

(d) The unissued Shares to be issued and sold by the Company pursuant to the Purchase Contracts and the Purchase Contract Agreement have been duly authorized and reserved for issuance and, when issued and delivered against payment therefor as provided in the Purchase Contracts and the Purchase Contract Agreement, will be validly issued and fully paid and non-assessable and will conform to the description of the Common Stock in the Prospectus;

(e) The Units have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Units are in the form contemplated by, and are entitled to the benefits of, the Purchase Contract Agreement; and the Units conform in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials;

(f) The Purchase Contract Agreement has been duly authorized, executed and delivered by the Company and assuming due authorization, execution and delivery thereof by the Purchase Contract Agent, constitutes a valid and legally binding obligation of the Company, enforceable

5

against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Purchase Contract Agreement conforms in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials;

(g) The Purchase Contracts underlying the Units have been duly authorized, issued and delivered and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Purchase Contracts conform in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials; and the issuance of the Purchase Contracts is not subject to any preemptive or similar rights;

(h) The Pledge Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Pledge Agreement conforms to the description thereof contained in the Prospectus and the Remarketing Materials;

(i) The Pledge Agreement creates, as collateral security for the performance when due by the holders from time to time of the Units of their respective obligations under the Purchase Contracts constituting a part of such Units, a legal, valid and perfected security interest (as defined in the Uniform Commercial Code, as adopted and in effect in the State of New York (the "New York UCC")) in favor of the Collateral Agent for the benefit of the Company, in the right, title and interest of such holders in the securities and other assets and interests pledged to the Collateral Agent pursuant to the Pledge Agreement (the "Pledged Securities");

(j) The Indenture has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Indenture Trustee, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Indenture has been duly qualified under the Trust Indenture Act; and the Indenture conforms in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials;

(k) The Debentures have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Debentures are in the form contemplated by, and are entitled to the benefits of, the Indenture and conform in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials; and

(l) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and this Agreement conforms in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials.

6

SECTION 3. *Fees and Expenses.* The Company covenants and agrees with the Remarketing Agent it will pay or cause to be paid the following: (i) the costs incident to the preparation, filing and printing of the [Registration Statement,] Prospectus and any Remarketing Materials and any amendments or supplements thereto; (ii) the costs of distributing the [Registration Statement,] Prospectus and any Remarketing Materials and any amendments or supplements thereto; (iii) any fees and expenses of qualifying the Remarketed Preferred Securities under the securities laws of the several jurisdictions as provided in Section 4[(g)] and of preparing, printing and distributing a Blue Sky memorandum (including related fees and expenses of counsel to the Remarketing Agent); and (iv) all other costs and expenses incident to the performance of the obligations of the Company hereunder.

SECTION 4. *Further Agreements of the Company.* The Company agrees to use their reasonable best efforts:

(a) To prepare any registration statement or prospectus and any amendment and supplemental amendment thereto, or if none is required, any remarketing memorandum, including any preliminary remarketing memorandum, in each case, in a form reasonably acceptable to the Remarketing Agent,

in connection with the Remarketing, and, if required, to file any such prospectus pursuant to the Securities Act within the period required by the Rules and Regulations; [to advise the Remarketing Agent, promptly after either of them receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus (or the Remarketing Materials) or any amended Prospectus (or the Remarketing Materials) has been filed and to furnish the Remarketing Agent with copies thereof;] to file all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of Remarketed Debentures; [to advise the Remarketing Agent, after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus or the Remarketing Materials, of the suspension of the qualification of the Remarketed Debentures for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or the Remarketing Materials or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Prospectus or the Remarketing Materials or suspending any such qualification, to use its commercially reasonable best efforts to obtain the withdrawal of such order;]

[(b) To furnish to the Remarketing Agent and to counsel for the Remarketing Agent a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith;]

(c) Prior to 10:00 a.m. New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to deliver to the Remarketing Agent in New York City such number of the following documents as the Remarketing Agent shall reasonably request:

- [(i) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto,]
- (ii) the Prospectus or the Remarketing Materials and any amended or supplemented Prospectus or the Remarketing Materials,
- (iii) any document incorporated by reference in the Prospectus and the Remarketing Materials (excluding exhibits thereto), and
- (iv) any Remarketing Materials;

7

and, if the delivery of a prospectus is required at any time in connection with the Remarketing and if at such time any event shall have occurred as a result of which the Prospectus or the Remarketing Materials as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus or the Remarketing Materials, as applicable, is delivered, not misleading, or if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus and the Remarketing Materials or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act, to notify the Remarketing Agent and, upon its request, to file such document and to prepare and furnish without charge to the Remarketing Agent and to any dealer in securities as many copies as the Remarketing Agent may from time to time reasonably request of an amended or supplemented Prospectus which will correct such statement or omission or effect such compliance;

[(d) To file with the Commission any amendment to the Registration Statement or the Prospectus or any supplement to the Prospectus that may, in the judgment of the Company or the Remarketing Agent, be required by the Securities Act or requested by the Commission;

(e) Prior to filing with the Commission (i) any amendment to the Registration Statement or supplement to the Prospectus or any document incorporated by reference in the Prospectus or (ii) any Prospectus pursuant to Rule 424 of the Rules and Regulations, to furnish a copy thereof to the Remarketing Agent and counsel for the Remarketing Agent;

(f) To make generally available to securityholders of the Company and to deliver to the Remarketing Agent, as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Securities Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Company, Rule 158); as soon as practicable after the Effective Date of the Registration Statement to make generally available to the Company's securityholders and to deliver to the Remarketing Agent an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Company, Rule 158);] and

(g) From time to time to take such action as the Remarketing Agent may reasonably request to qualify the Remarketed Debentures for offering and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the offering of the Debentures; provided that in connection therewith, the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction.

SECTION 5. *Conditions to the Remarketing Agent's Obligations.* The obligations of the Remarketing Agent hereunder are subject to the accuracy, on and as of the date when made, of the representations and warranties of the Company contained herein, to the performance by the Company of its obligations hereunder, and to each of the following additional terms and conditions. The Remarketing Agent may in its sole discretion waive on its behalf compliance with any conditions to the obligations of the Remarketing Agent hereunder.

(a) If filing of a Prospectus is required, such Prospectus shall have been filed with the Commission and no stop order suspending the effectiveness of the Registration Statement or any part thereof or suspending the qualification under the Trust Indenture Act of the Indenture shall have been issued and no proceeding for that purpose shall have been initiated or threatened by

8

the Commission; and any request of the Commission for inclusion of additional information in any Registration Statement or the Prospectus or otherwise shall have been complied with.

(b) All corporate proceedings and other legal matters incident to the authorization, form and validity of the Transaction Documents, the Debentures, the Instruments, the Prospectus[, the Registration Statement] or the Remarketing Materials and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel to the Remarketing Agent, and the Company shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(c) [], counsel for the Remarketing Agent, shall have furnished to the Remarketing Agent such written opinion or opinions, dated the Remarketing Date, with respect to the incorporation of the Company, the validity of the Debentures, the Issuable Common Stock, the Guarantee, [the Registration Statement,] Prospectus, the Remarketing Materials and such other related matters as the Remarketing Agent may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(d) Bell, Boyd & Lloyd LLC, counsel for the Company, shall have furnished to the Remarketing Agent their written opinion, dated the Remarketing Date, in form and substance reasonably satisfactory to Remarketing Agent, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power and authority under such laws to own its properties and conduct its business as described in the Prospectus and the Remarketing Materials;

(ii) The unissued Shares to be issued and sold by the Company pursuant to the Purchase Contracts and the Purchase Contract Agreement have been duly authorized and reserved for issuance and, when issued and delivered against payment therefor as provided in the Purchase Contracts and the Purchase Contract Agreement, will be duly and validly issued, fully paid and non-assessable and the outstanding shares of Common Stock conform in all material respects to the description thereof contained in the Prospectus and Remarketing Materials; and the stockholders of the Company have no preemptive rights with respect to the Securities or the shares of Common Stock issuable upon settlement of the Purchase Contracts; it being understood that such counsel need express no opinion or belief as to the validity of the common stock purchase rights distributed by the Company to its shareholders on September 25, 1998;

(iii) This Agreement has been duly authorized, executed and delivered by the Company;

(iv) The Purchase Contract Agreement, the Purchase Contracts underlying the Units and the Pledge Agreement have each been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitute a valid and legally binding agreement of the Company (and together they create, to the extent provided therein, a valid interest of the holders of the Securities in the Preferred Securities) enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether such principles are considered in a proceeding in equity or in law), the Pledge Agreement creates, as collateral security for the performance when due by the holders from time to time of the Securities of their respective obligations under the Purchase Contracts constituting part of such Securities, a legal, valid and perfected security interest (as that term is defined in the Uniform Commercial Code, as adopted and in effect in the State of New York), in favor of the

Collateral Agent, in the right, title and interest of such holders in the Pledged Securities (as defined in the Pledge Agreement) constituting a part of such Securities;

(v) The Declaration, the Indenture and the Debentures, each have been duly authorized and constitute a valid and legally binding instrument, enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether such principles are considered in a proceeding in equity or in law); the Indenture has been duly qualified under the Trust Indenture Act; and the Senior Debentures are entitled to the benefits of the Indenture;

(vi) The Registration Statement has become effective under the Act, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated by the Commission;

(vii) When each part of the Registration Statement became effective, such part, the Prospectus and the Remarketing Materials included therein complied as to form in all material respects with the requirements of the Act and the Rules and Regulations, and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and on the date hereof and at Remarketing, the Registration Statement, the Prospectus and the Remarketing Materials as then amended or supplemented complied or complies, as the case may be, as to form in all material respects with the requirements of the Act and the Rules and Regulations and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained or contain, as the case may be, any untrue statement of a material fact or omitted or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; it being understood that such counsel need express no opinion or belief as to the financial statements or financial data contained in the Registration Statement, the Prospectus or the Remarketing Materials or any such amendment or supplement; and

(viii) The discussion set forth in the Prospectus under the heading "U.S. Federal Income Tax Consequences", insofar as it relates to matters of United States federal income tax law, is accurate in all material respects; provided that such counsel need express no opinion as to statements in such discussion concerning the Company's expectations or determinations.

In rendering such opinion, such counsel may state that he expresses no opinion as to the laws of any jurisdiction other than the United States and the State of Delaware and such counsel may rely as to all matters governed by the laws of the State of New York upon the opinion of [] referred to in Section 5(c).

(e) John W. Holleran, Senior Vice-President and General Counsel of the Company, shall have furnished to you his written opinion, dated the Remarketing Date, in form and substance reasonably satisfactory to the Remarketing Agent, to the effect that:

(i) Each document incorporated by reference in the Registration Statement, Prospectus or Remarketing Materials or any amendment or supplement thereto, at the time such document was filed or became effective under the Act, as the case may be, complied as to form in all material respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder;

10

(ii) The Units, the Purchase Contract Agreement, the Purchase Contracts, the Indenture, the Senior Debentures and the Pledge Agreement conform in all material respects to the descriptions thereof contained in the Prospectus and the Remarketing Materials;

(iii) The descriptions in the Registration Statement, Prospectus and the Remarketing Materials of statutes, legal and governmental proceedings and contracts and other documents are accurate and fairly present the information required to be shown and such counsel does not know of any legal or governmental proceedings required to be described in the Prospectus which are not described as required in all material respects, nor of any contract or documents of a character required to be described in the Registration Statement, Prospectus or Remarketing Materials which are not described as required in all material respects; and

(iv) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

In rendering such opinion, such counsel may state that they express no opinion as to the laws of any jurisdiction other than the United States and the State of Delaware and such counsel may rely as to all matters governed by the laws of the State of New York upon the opinion of [] referred to in Section 5(c).

(f) The Company will furnish the Remarketing Agent with such conformed copies of such opinions, certificates, letters and documents as the Remarketing Agent reasonably requests.

(g) On the Remarketing Date at 9:30 a.m., New York City time Arthur Andersen LLP, the independent auditors, or another independent accounting firm with a nationally recognized reputation, that have audited the consolidated financial statements of the Company, shall have furnished to the Remarketing Agent a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to the Remarketing Agent, containing statements and information of the type ordinarily included in accountants' "comfort letters" with respect to certain financial information contained in the Prospectus and in the Remarketing Materials.

(h) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus and the Remarketing Materials any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus and the Remarketing Materials, and (ii) since the respective dates as of which information is given in the Prospectus and the Remarketing Materials there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Prospectus and the Remarketing Materials, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Securities being issued at such Remarketing Date on the terms and in the manner contemplated in the Prospectus and the Remarketing Materials;

(i) On or after the date hereof (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities or preferred stock;

11

(j) On or after the date hereof, there shall not have occurred any of the following: (i) a change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the judgment of the Remarketing Agent, be likely to prejudice materially the success of the proposed issue, sale or distribution of the Debentures whether in the primary market or in respect of dealings in the secondary market; (ii) a suspension or material limitation in trading in securities generally on the Exchange; (iii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iv) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or material disruption in commercial banking or securities settlement or clearance services in the United States; (v) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (vi) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (v) or (vi) in the judgment of the Remarketing Agent makes it impracticable or inadvisable to proceed with the Remarketing on the terms and in the manner contemplated in the Prospectus and Remarketing Materials;

(k) The Company shall have complied with the provisions of Section 4(c) hereof with respect to the furnishing of copies of the Prospectus and the Remarketing Materials on the New York Business Day next succeeding the date of this Agreement;

(l) The Company shall have furnished or caused to be furnished to the Remarketing Agent at the Remarketing Date certificates of officers of the Company satisfactory to the Remarketing Agent as to the accuracy of the representations and warranties of the Company herein at and as of the Remarketing, as to the performance by the Company, of all of its obligations hereunder to be performed at or prior to the Remarketing, as to the matters set forth in subsections (a) and (j) of this Section 5 and as to such other matters as you may reasonably request.

(m) The Remarketing Agent shall have received assurances reasonably satisfactory to it from each "plan," as such term is defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), participating in the remarketing program to the effect that such participation will not constitute a prohibited transaction under ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, or other similar laws, for which an exemption is not available.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to the Remarketing Agent.

(a) The Company will indemnify and hold harmless the Remarketing Agent against any losses, claims, damages or liabilities, joint or several, to which the Remarketing Agent may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Remarketing Agent for any legal or other expenses reasonably incurred by the Remarketing Agent in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however,* that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in

12

any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials, or any such amendment or supplement(s) in reliance upon and in conformity with written information furnished to the Company by the Remarketing Agent expressly for use therein.

(b) The Remarketing Agent will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Remarketing Materials expressly for use therein; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action 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) If the indemnification provided for in this Section 6 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Remarketing Agent on the other from the Remarketing. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the

13

indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Remarketing Agent on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Remarketing Agent on the other shall be deemed to be in the same proportion as the aggregate principal amount of the Remarketed Debentures bears to the remarketing fees received by the Remarketing Agent under this Agreement. The relative fault 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 on the one hand or the Remarketing Agent on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Remarketing Agent agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), the Remarketing Agent shall not be required to contribute any amount in excess of the amount by which the aggregate principal amount of the Remarketed Debentures exceeds the amount of any damages which the Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Company under this Section 6 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls the Remarketing Agent within the meaning of the Securities Act. The obligations of the Remarketing Agent under this Section 6 shall be in addition to any liability which the Remarketing Agent may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Securities Act.

SECTION 7. *Resignation and Removal of the Remarketing Agent.* The Remarketing Agent may resign and be discharged from its duties and obligations hereunder, and the Company may remove the Remarketing Agent, by giving 60 days prior written notice to the Purchase Contract Agent, the Property Trustee and the Indenture Trustee and, in the case of a removal, the removed Remarketing Agent; provided that no such resignation nor any such removal shall become effective until the Company shall have appointed at least one nationally recognized broker-dealer as successor Remarketing Agent and such successor Remarketing Agent shall have entered into a remarketing agreement with the Company in which it shall have agreed to conduct the Remarketing in accordance with the Remarketing Procedures. In any such case, the Company will use its best reasonable efforts to appoint a successor Remarketing Agent and enter into such a remarketing agreement with such person as soon as reasonably practicable. The provisions of Sections 4 and 6 shall survive the resignation or removal of any Remarketing Agent pursuant to this Agreement.

SECTION 8. *Dealing in the Remarketed Debentures.* The Remarketing Agent, when acting as a Remarketing Agent or in its individual or any other capacity, may, to the extent permitted by law, buy,

14

sell, hold and deal in any of the Remarketed Debentures. The Remarketing Agent may exercise any vote or join in any action which any beneficial owner of Remarketed Debentures may be entitled to exercise or take pursuant to the Indenture or the Indenture with like effect as if it did not act in any capacity hereunder. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or have an interest in any financial or other transaction with the Company, as freely as if it did not act in any capacity hereunder.

SECTION 9. *Remarketing Agent's Performance; Duty of Care; Supervising Obligations.* The duties and obligations of the Remarketing Agent shall be determined solely by the express provisions of this Agreement and the Purchase Contract Agreement. No implied covenants or obligations of or against the Remarketing Agent shall be read into this Agreement or the Purchase Contract Agreement. In the absence of bad faith on the part of the Remarketing Agent, the Remarketing Agent may conclusively rely upon any document furnished to it, which purports to conform to the requirements of this Agreement or the Purchase Contract Agreement as to the truth of the statements expressed in any of such documents. The Remarketing Agent shall be protected in acting upon any document or communication reasonably believed by it to have been signed, presented or made by the proper party or parties. The Remarketing Agent, acting under this Agreement, shall incur no liability to the Company or to any holder of Remarketed Debentures in its individual capacity or as Remarketing Agent for any action or failure to act, on its part in connection with a Remarketing or otherwise, except if such liability is judicially determined to have resulted from the bad faith, negligence or willful misconduct on its part. The Remarketing Agent may, but shall not be obligated to, purchase Remarketed Debentures for its own account.

If at any time during the term of this Agreement, any event of default under the Indenture or any event that with the passage of time or the giving of notice or both would become an event of default under the Indenture has occurred and is continuing under the Indenture, then the obligations and duties of the Remarketing Agent under this Agreement shall be suspended until such default or event has been cured. The Company will cause the Indenture Trustee and the Purchase Contract Agent to give the Remarketing Agent notice of all such defaults and events of which such trustee or agent is aware.

SECTION 10. *Termination.* This Agreement shall terminate as to the Remarketing Agent on the effective date of the resignation or removal of the Remarketing Agent pursuant to Section 7. In addition, the obligations of the Remarketing Agent hereunder may be terminated by it by notice given to the Company prior to 10:00 A.M., New York City time, on the Remarketing Date if, prior to that time, any of the events described in Sections 5(g), (h) or (i) shall have occurred.

SECTION 11. *Notices.* Except as otherwise stated herein, all statements, requests, notices and agreements hereunder shall be in writing, and if to the Remarketing Agent shall be delivered or sent by mail or facsimile transmission to _____; if to the Company shall be delivered or sent by mail to 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho, 83728-0001 or by facsimile transmission to (208) 384-4912, Attention: General Counsel; if to the Trust shall be delivered or sent by mail to c/o Boise Cascade Corporation, 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho, 83728-0001, or by facsimile transmission to (208) 384-4912, Attention: General Counsel, with a copy sent to the Company; if to the Property Trustee shall be delivered or sent by mail to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington, 98101, Attention: Corporate Trust; if to the Indenture Trustee shall be sent by mail to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington, 98101, Attention: Corporate Trust; if to the Purchase Contract Agent shall be delivered or sent by mail to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington, 98101, Attention: Corporate Trust; and if to the Collateral Agent or the Custodial Agent shall be delivered or sent by mail to JPMorgan Chase Bank, 450 West 33rd Street, New York, New York 10001, Attention: Institutional Trust Services.

15

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof.

SECTION 12. *Successors and Assigns.* This Agreement shall be binding upon, and inure solely to the benefit of, the Remarketing Agent, the Company to the extent provided in Section 6 hereof, the officers and directors of the Company, each person who controls the Company or the Remarketing Agent, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Debentures from the Remarketing Agent shall be deemed a successor or assign by reason merely of such purchase.

SECTION 13. *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

SECTION 14. *Jurisdiction.* The Company hereby submits to the nonexclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 15. *Counterparts.* This Agreement may be executed in one or more separate counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

SECTION 16. *Headings.* The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

16

If the foregoing correctly sets forth the agreement among the Company, the Purchase Contract Agent and the Remarketing Agent, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

BOISE CASCADE CORPORATION

By:

Name: _____
Title: _____

Receipt Acknowledged:

BNY WESTERN TRUST COMPANY,
as Purchase Contract Agent

By:

Name: _____
Title: _____

Accepted:

[NAME OF REMARKETING AGENT]

By:

Authorized Representative

**Boise Cascade Trust I
Boise Cascade Corporation**

**7.50% Preferred Securities due 2006
(\$50 liquidation amount)**

[FORM OF REMARKETING AGREEMENT*]

[DATE]

[NAME OF REMARKETING AGENT]

Ladies and Gentlemen:

[Name of Remarketing Agent], a (the "Remarketing Agent"), is undertaking to remarket 7.50% Preferred Securities due 2006 (the "Preferred Securities"), issued by Boise Cascade Trust I, a statutory business trust created under the Business Trust Act of Delaware (the "Trust"), and guaranteed by Boise Cascade Corporation, a Delaware corporation (the "Company"), under the Guarantee Agreement between the Company and BNY Western Trust Company, as Guarantee Trustee (the "Guarantee"), dated as of December 5, 2001. This Remarketing Agreement (this "Agreement") is being entered into pursuant to the Purchase Contract Agreement between the Company and BNY Western Trust Company, as purchase contract agent (the "Purchase Contract Agent"), dated as of December 5, 2001 (the "Purchase Contract Agreement").

The Preferred Securities have been issued pursuant to, and are governed by, the Amended and Restated Declaration of Trust, dated as of December 5, 2001, (the "Declaration") among the Company, as depositor, BNY Western Trust Company, as property trustee (the "Property Trustee"), The Bank of New York (Delaware), as Delaware trustee (the "Delaware Trustee"), and the administrative trustees named therein (the "Administrative Trustees").

Each Preferred Security was issued as part of an equity security unit (each, a "Unit") that initially also included a contract (a "Purchase Contract") under which the holder of the related Unit will purchase from the Company on December 26, 2004, a number of shares (the "Issuable Common Stock") of common stock, par value \$2.50 per share, of the Company (the "Common Stock") equal to the Settlement Rate as set forth in the Purchase Contract Agreement. In accordance with the terms of the Purchase Contract Agreement, the Preferred Securities constituting a part of the Units have been pledged by the Purchase Contract Agent, on behalf of the holders of the Units, to JPMorgan Chase Bank, as collateral agent, custodial agent and securities intermediary (the "Collateral Agent"), pursuant to the Pledge Agreement, dated as of December 5, 2001 (the "Pledge Agreement"), among the Company, the Purchase Contract Agent and the Collateral Agent to

secure the holders' obligation to purchase the Issuable Common Stock under the Purchase Contracts. The Property Trustee, on behalf of the holders of the Preferred Securities and the common trust securities of the Trust (the "Common Trust Securities" and, together with the Preferred Securities, the "Trust Securities"), is holding the Company's 7.50% Senior Debentures due 2006 (the "Debentures"). The Debentures have been issued by the Company pursuant to Indenture, dated as of October 1, 1985, between the Company and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the "Original Trustee") (the "Original Indenture"), as supplemented by the First Supplemental Indenture between the Company and the Original Trustee, dated as of December 20, 1989 (the "First Supplement"), the Second Supplemental Indenture between the Company and the Original Trustee, dated as of August 1, 1990 (the "Second Supplement"), and the Third Supplemental Indenture, dated as of December 5, 2001, among the Company, the Original Trustee and BNY Western

*This form of Remarketing Agreement is to be used if the Preferred Securities have been redeemed in whole.

Trust Company, as series trustee (the "Trustee") (the "Third Supplement," and, together with the Original Indenture, the First Supplement and the Second Supplement, the "Indenture").

Capitalized terms used and not defined in this Agreement shall have the meanings set forth in the Purchase Contract Agreement, the Pledge Agreement, the Declaration, and the Underwriting Agreement among the Company, the Trust and the several underwriters named therein, dated as of November 29, 2001, entered into in connection with the initial public offering of the Units (the "Underwriting Agreement"), as the case may be.

The Remarketing (as defined below) of the Preferred Securities is provided for in the Purchase Contract Agreement. As used in this Agreement, "Transaction Documents" shall mean, collectively, the Purchase Contract Agreement, the Declaration, the Pledge Agreement and this Agreement; the term "Remarketed Preferred Securities" means the Preferred Securities subject to the Remarketing as notified to the Remarketing Agent by the Purchase Contract Agent and the Custodial Agent, on or prior to the first Business Day prior to a Remarketing Date; the term "Remarketing Procedures" means the procedures in connection with the Remarketing of the Preferred Securities, as described herein and in the Purchase Contract Agreement and the Pledge Agreement; the term "Remarketing" means the remarketing of the Remarketed Preferred Securities pursuant to the Remarketing Procedures; the term "Remarketing Date" means the third Business Day immediately preceding September 16, 2004; and the term "Instruments" means the Remarketed Preferred Securities, the Purchase Contracts, the Units, the Preferred Securities, the Debentures and the Issuable Common Stock.

SECTION 1. *Appointment and Obligations of the Remarketing Agent.*

(a) The Company hereby appoints _____ as exclusive Remarketing Agent and Reset Agent, and _____ hereby accepts such appointment, for the purpose of (i) Remarketing Remarketed Preferred Securities on behalf of the holders thereof and (ii) performing such other duties as are assigned to the Remarketing Agent and Reset Agent in the Remarketing Procedures, all in accordance with and pursuant to the Remarketing Procedures.

(b) The Remarketing Agent agrees (i) to use its commercially reasonable best efforts to remarket the Remarketed Preferred Securities tendered or deemed tendered to the Remarketing Agent in the Remarketing, (ii) to notify the Company, the Depository, the Property Trustee and the Trustee promptly of the Reset Rate and (iii) to establish the Reset Rate and carry out such other duties as are assigned to the Remarketing Agent and Reset Agent in the Remarketing Procedures, all in accordance with the provisions of the Remarketing Procedures.

(c) On the Remarketing Date, the Remarketing Agent shall use its reasonable best efforts to remarket, at a price equal to 100.5% of the Remarketing Value, the Remarketed Preferred Securities tendered or deemed tendered for purchase.

(d) If, as a result of the efforts described in Section 1(b), the Remarketing Agent determines, after consultation with the Company, that it will be able to remarket all Remarketed Preferred Securities tendered or deemed tendered for purchase at a price of 100.5% of the Remarketing Value prior to 4:00 p.m., New York City time, on the Remarketing Date, the Remarketing Agent, after consultation with the Company, shall (i) determine the rate of interest (the "Reset Rate") that will enable it to remarket all Remarketed Preferred Securities tendered or deemed tendered for Remarketing and (ii) commit to purchase, on a third-day settlement basis, and on the third Business Day following the Remarketing Date (the "Remarketing Closing Date"), shall purchase, the Agent-purchased Treasury Consideration.

(e) If the Remarketing Agent cannot remarket the Preferred Securities on the Remarketing Date, the Remarketing Agent shall use its commercially reasonable best efforts to attempt to

remarket Preferred Securities on each of the two Business Days immediately following the Remarketing Date and, if necessary, on each of the three Business Days immediately preceding November 1, 2004, and if necessary, on each of the three Business Days immediately preceding the Stock Purchase Date in accordance with the Remarketing Procedures (each such remarketing, the "Subsequent Remarketing"), provided that (i) the notice of any Subsequent Remarketing cannot be given until the Failed Remarketing notice has been published in accordance with the Remarketing Procedures in respect of any immediately preceding Failed Remarketing and (ii) the Remarketing Closing Date in respect of any Subsequent Remarketing must fall no later than on the Business Day immediately preceding the Stock Purchase Date.

(f) If, by 4:00 p.m., New York City time, on a Remarketing Date (including a Remarketing Date of any Subsequent Remarketing), the Remarketing Agent is unable to remarket all Remarketed Preferred Securities tendered or deemed tendered for purchase, a failed Remarketing ("Failed Remarketing") shall be deemed to have occurred, and the Remarketing Agent shall, on such date, so advise by telephone the Depository, the Purchase Contract Agent, the Trustee, the Property Trustee, the Company and the Collateral Agent.

(g) On the third Business Day following any Failed Remarketing, the Remarketing Agent shall remit (i) to the Custodial Agent the Remarketed Preferred Securities comprised of the Separate Preferred Securities, and (ii) to the Collateral Agent the balance of the Remarketed Preferred Securities.

(h) If by 4:00 p.m., New York City time, on the Business Day immediately preceding December 16, 2004, the Remarketing Agent, in spite of using its commercially reasonable best efforts, fails to remarket all of the Preferred Securities tendered or deemed tendered for purchase, the "Last Failed Remarketing" will be deemed to have occurred. In this case, the Remarketing Agent shall so advise by telephone the Depository, the Purchase Contract Agent, the Property Trustee, the Trustee, the Company, the Trust and the Collateral Agent. On the third Business Day following the Last Failed

Remarketing, the Remarketing Agent shall remit (i) to the Custodial Agent the Remarketed Preferred Securities comprised of the Separate Preferred Securities and (ii) to the Collateral Agent the balance of the Remarketed Preferred Securities.

(i) By approximately 4:30 p.m., New York City time, on the Remarketing Date, provided that there has not been a Failed Remarketing (including the Last Failed Remarketing), the Remarketing Agent shall advise by telephone the Company, the Purchase Contract Agent, the Depository, the Property Trustee and the Trustee of the Reset Rate determined in the Remarketing and the number of Remarketed Preferred Securities sold in the Remarketing.

(j) In accordance with the Depository's normal procedures, on the Remarketing Closing Date, the transactions described above with respect to each Preferred Security tendered for purchase and sold in the Remarketing shall be executed through the Depository, and the accounts of the respective Depository participants shall be debited and credited and such Preferred Securities delivered by book-entry as necessary to effect purchases and sales of such Preferred Securities.

(k) On the Remarketing Closing Date, the tender and settlement procedures set forth in this Section 1, including provisions for payment by purchasers of the Preferred Securities in the Remarketing, shall be subject to modification to the extent required by the Depository or if the Depository's book-entry system is no longer available for the Preferred Securities at the time of the Remarketing, to facilitate the tendering and remarketing of the Preferred Securities in certificated form. In addition, the Remarketing Agent may modify the settlement procedures set forth herein in order to facilitate the settlement process.

3

(l) On the Remarketing Closing Date, the Remarketing Agent shall remit to the Collateral Agent through the Purchase Contract Agent the Agent-purchased Treasury Consideration.

(m) On the Remarketing Closing Date, the Remarketing Agent shall retain as a remarketing fee an amount not exceeding 25 basis points (.25%) of the total proceeds from the sale of the Remarketed Preferred Securities and shall remit (i) the remaining portion of the balance attributable to the Separate Preferred Securities to the Custodial Agent for distribution to the holders of the Separate Preferred Securities that were remarketed and (ii) the remaining portion of the balance to the Purchase Contract Agent for distribution to the holders of the Remarketed Preferred Securities in accordance with the Purchase Contract Agreement.

SECTION 2. *Representations, Warranties and Agreements of the Company and the Trust.* The Company and the Trust, jointly and severally, represent, warrant and agree (i) on and as of the date hereof, (ii) on and as of the date the Prospectus or other Remarketing Materials (each as defined in Section 2(a) below) are first distributed in connection with the Remarketing (the "Commencement Date") and (iii) on and as of the Remarketing Date, that:

(a) [IN THE EVENT REGISTRATION IS REQUIRED, INSERT THE FOLLOWING: A registration statement on Form S-3 and amendments thereto have been prepared by the Company and the Trust in conformity with the requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations (the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission") and filed with the Commission under the Securities Act, and such registration statement and any post-effective amendments thereto, each in the form heretofore delivered to the Remarketing Agent, have been declared effective by the Commission in such form. As used in this Agreement, "Effective Time" means the date and time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission; "Effective Date" means the date of the Effective Time of such registration statement; Preliminary Prospectus means each prospectus included in such registration statement, or amendment thereto, before it became effective under the Securities Act and any prospectus filed by the Company with consent of the Remarketing Agent pursuant to Rule 424(a) of the Rules and Regulations; "Registration Statement" means such registration statement, as amended at its Effective Time, including documents incorporated by reference therein at such time and, if applicable, all information contained in the final prospectus filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations, including any information deemed to be part of such Registration Statement as of the Effective Time pursuant to paragraph (b) of Rule 430A of the Rules and Regulations; and "Prospectus" means such final prospectus, as first filed pursuant to Rule 424(b) of the Rules and Regulations. Reference made herein to any Preliminary Prospectus, the Prospectus or any other information furnished by the Company to the Remarketing Agent for distribution to investors in connection with the Remarketing (the "Remarketing Materials") shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act as of the date of such Preliminary Prospectus or the Prospectus, as the case may be, or, in the case of Remarketing Materials, referred to as incorporated by reference therein, and any reference to any amendment or supplement to any Preliminary Prospectus, the Prospectus or the Remarketing Materials shall be deemed to refer to and include any document filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of such Preliminary Prospectus or the Prospectus incorporated by reference therein pursuant to Item 12 of Form S-3 or, if so incorporated, after the date of the Remarketing Materials, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to include any annual report of the Company filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act after the Effective Time that is incorporated by reference in the Registration Statement.] [IN THE EVENT REGISTRATION IS NOT REQUIRED, INSERT THE

4

FOLLOWING: The Company and the Trust have provided to the Remarketing Agent, for use in connection with the remarketing of the Debentures, a preliminary remarketing memorandum and remarketing memorandum, [AND DESCRIBE OTHER MATERIALS IF ANY]. Such remarketing memorandum (including the documents incorporated or deemed incorporated by reference therein) is hereafter called, collectively, the "Prospectus," such preliminary marketing memorandum (including the documents incorporated or deemed incorporated by reference therein) is hereafter called a "Preliminary Prospectus" and any other information furnished by the Company to the Remarketing Agent for distribution to investors in connection with the Remarketing is hereafter called the "Remarketing Materials"). The Company and the Trust hereby consent to the use of the Prospectus, the Preliminary Prospectus and the Remarketing Materials in connection with the Remarketing.

(b) [(i) The [Registration Statement conforms, and the Prospectus, the Preliminary Prospectus and the Remarketing Materials, and any further amendments or supplements to the Registration Statement, the Prospectus or the Remarketing Materials, will conform, in all material respects to the requirements of the Securities Act and the Rules and Regulations and the Registration Statement, the] Prospectus and the Remarketing Materials do not and will not, [as of the Effective Date (as to the Registration Statement and any amendment thereto), as of the applicable filing date (as to the Prospectus and any amendment or supplement thereto)] [as of their respective dates] and as of the Commencement Date, the Remarketing Date and the Remarketing Closing Date contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Remarketing Agent expressly for use therein];

(ii) the Commission has not issued any order preventing or suspending the use or effectiveness of the Registration Statement, any Preliminary Prospectus, the Prospectus or the Remarketing Materials].

(c) The documents incorporated by reference in the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents, as of their respective effective or filing dates, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not, as of their respective effective or filing dates, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall apply only to documents so filed and incorporated by reference during the period that a prospectus relating to the Units is required to be delivered in connection with sales of such Units by any underwriters (such period being hereinafter sometimes referred to as the "prospectus delivery period"), and provided further, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Remarketing Agent expressly for use therein.

(d) The Trust has been duly formed and is validly existing as a statutory business trust in good standing under the Delaware Business Trust Act with the power and authority (trust and

5

other) to enter into this Agreement, to own property and to conduct its business as described in the Prospectus, and has conducted and will conduct no business other than the transactions contemplated by this Agreement, the Underwriting Agreement and the Declaration and as described in the Prospectus; the Trust is not a party to or bound by any agreement or instrument other than this Agreement, the Underwriting Agreement, the Declaration, and the agreements and instruments contemplated by the Declaration and described in the Prospectus; the Trust has no liabilities or obligations other than those arising out of the transactions contemplated by this Agreement, the Underwriting Agreement and the Declaration and described in the Prospectus; based on expected operations and current law, the Trust is not and will not be classified as an association taxable as a corporation for United States federal income tax purposes; the Trust is not a party to or subject to any action, suit or proceeding of any nature; and the Declaration has been duly qualified under the Trust Indenture Act;

(e) The Preferred Securities have been duly and validly authorized and issued and are fully paid and non-assessable undivided beneficial interests in the assets of the Trust and conform to the description thereof contained in the Prospectus; the Preferred Securities have the rights set forth in the Declaration; the holders of the Preferred Securities are 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;

(f) The Common Trust Securities have been duly and validly authorized and are duly and validly issued and fully paid and non-assessable undivided beneficial interests in the assets of the Trust and conform to the description thereof contained in the Prospectus; all of the issued and outstanding Common Trust Securities of the Trust are directly owned by the Company free and clear of all liens, encumbrances, security interests, equities or claims; the Common Trust Securities have the rights set forth in the Declaration; and the Common Trust Securities and the Preferred Securities are the only interests authorized to be issued by the Trust;

(g) The unissued Shares to be issued and sold by the Company pursuant to the Purchase Contracts and the Purchase Contract Agreement have been duly authorized and reserved for issuance and, when issued and delivered against payment therefor as provided in the Purchase Contracts and the Purchase Contract Agreement, will be validly issued and fully paid and non-assessable and will conform to the description of the Common Stock in the Prospectus;

(h) The Trust is not and, after giving effect to the Remarketing and the consummation of the transactions contemplated herein and in the Remarketing Procedures, will not be an "investment company" or an entity "controlled" by an "investment company", as such terms are defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(i) The Units have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Units are in the form contemplated by, and are entitled to the benefits of, the Purchase Contract Agreement; and the Units conform in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials;

(j) The Purchase Contract Agreement has been duly authorized, executed and delivered by the Company and assuming due authorization, execution and delivery thereof by the Purchase Contract Agent, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Purchase Contract Agreement conforms in all

6

material respects to the description thereof contained in the Prospectus and the Remarketing Materials;

(k) The Purchase Contracts underlying the Units have been duly authorized, issued and delivered and constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Purchase Contracts conform in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials; and the issuance of the Purchase Contracts is not subject to any preemptive or similar rights;

(l) The Pledge Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Pledge Agreement conforms to the description thereof contained in the Prospectus and the Remarketing Materials;

(m) The Pledge Agreement creates, as collateral security for the performance when due by the holders from time to time of the Units of their respective obligations under the Purchase Contracts constituting a part of such Units, a legal, valid and perfected security interest (as defined in the Uniform Commercial Code, as adopted and in effect in the State of New York (the "New York UCC")) in favor of the Collateral Agent for the benefit of the Company, in the right, title and interest of such holders in the securities and other assets and interests pledged to the Collateral Agent pursuant to the Pledge Agreement (the "Pledged Securities");

(n) The Indenture has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Indenture has been duly qualified under the Trust Indenture Act; and the Indenture conforms in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials;

(o) The Debentures have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company and the Trust, enforceable against the Company and the Trust in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Debentures are in the form contemplated by, and are entitled to the benefits of, the Indenture and conform in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials; and

(p) This Agreement has been duly authorized, executed and delivered by the Company and the Trust and constitutes a valid and legally binding obligation of the Company and the Trust enforceable against the Company and the Trust in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and this Agreement conforms in all material respects to the description thereof contained in the Prospectus and the Remarketing Materials.

SECTION 3. *Fees and Expenses.* The Company and the Trust covenant and agree with the Remarketing Agent that the Company will pay or cause to be paid the following: (i) the costs incident to the preparation, filing and printing of the [Registration Statement,] Prospectus and any Remarketing

7

Materials and any amendments or supplements thereto; (ii) the costs of distributing the [Registration Statement,] Prospectus and any Remarketing Materials and any amendments or supplements thereto; (iii) any fees and expenses of qualifying the Remarketed Preferred Securities under the securities laws of the several jurisdictions as provided in Section 4[(g)] and of preparing, printing and distributing a Blue Sky memorandum (including related fees and expenses of counsel to the Remarketing Agent); and (iv) all other costs and expenses incident to the performance of the obligations of the Company and the Trust hereunder.

SECTION 4. *Further Agreements of the Company and the Trust.* The Company and the Trust agree to use their reasonable best efforts:

(a) To prepare any registration statement or prospectus and any amendment and supplemental amendment thereto, or if none is required, any remarketing memorandum, including any preliminary remarketing memorandum, in each case, in a form reasonably acceptable to the Remarketing Agent, in connection with the Remarketing, and, if required, to file any such prospectus pursuant to the Securities Act within the period required by the Rules and Regulations; [to advise the Remarketing Agent, promptly after either of them receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus (or the Remarketing Materials) or any amended Prospectus (or the Remarketing Materials) has been filed and to furnish the Remarketing Agent with copies thereof;] to file all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of Remarketed Preferred Securities; [to advise the Remarketing Agent, after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus or the Remarketing Materials, of the suspension of the qualification of the Remarketed Preferred Securities for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or the Remarketing Materials or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Prospectus or the Remarketing Materials or suspending any such qualification, to use its commercially reasonable best efforts to obtain the withdrawal of such order;]

[(b) To furnish to the Remarketing Agent and to counsel for the Remarketing Agent a signed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith;]

(c) Prior to 10:00 a.m. New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, to deliver to the Remarketing Agent in New York City such number of the following documents as the Remarketing Agent shall reasonably request:

[(i) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto,]

(ii) the Prospectus or the Remarketing Materials and any amended or supplemented Prospectus or the Remarketing Materials,

(iii) any document incorporated by reference in the Prospectus and the Remarketing Materials (excluding exhibits thereto), and

8

(iv) any Remarketing Materials;

and, if the delivery of a prospectus is required at any time in connection with the Remarketing and if at such time any event shall have occurred as a result of which the Prospectus or the Remarketing Materials as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus or the Remarketing Materials, as applicable, is delivered, not misleading, or if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus and the Remarketing Materials or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act, to notify the Remarketing Agent and, upon its request, to file such document and to prepare and furnish without charge to the Remarketing Agent and to any dealer in securities as many copies as the Remarketing Agent may from time to time reasonably request of an amended or supplemented Prospectus which will correct such statement or omission or effect such compliance;

[(d) To file with the Commission any amendment to the Registration Statement or the Prospectus or any supplement to the Prospectus that may, in the judgment of the Company or the Remarketing Agent, be required by the Securities Act or requested by the Commission;

(e) Prior to filing with the Commission (i) any amendment to the Registration Statement or supplement to the Prospectus or any document incorporated by reference in the Prospectus or (ii) any Prospectus pursuant to Rule 424 of the Rules and Regulations, to furnish a copy thereof to the Remarketing Agent and counsel for the Remarketing Agent;

(f) To make generally available to securityholders of the Company and to deliver to the Remarketing Agent, as soon as practicable, but in any event not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Securities Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Company, Rule 158); as soon as practicable after the Effective Date of the Registration Statement to make generally available to the Company's securityholders and to deliver to the Remarketing Agent an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Company, Rule 158);] and

(g) From time to time to take such action as the Remarketing Agent may reasonably request to qualify the Remarketed Preferred Securities for offering and sale under the securities laws of such jurisdictions as the Remarketing Agent may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the offering of the Preferred Securities; provided that in connection therewith, neither the Company nor the Trust shall be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction.

SECTION 5. *Conditions to the Remarketing Agent's Obligations.* The obligations of the Remarketing Agent hereunder are subject to the accuracy, on and as of the date when made, of the representations and warranties of the Company and the Trust contained herein, to the performance by the Company and the Trust of their respective obligations hereunder, and to each of the following additional terms and conditions. The Remarketing Agent may in its sole discretion waive on its behalf compliance with any conditions to the obligations of the Remarketing Agent hereunder.

(a) If filing of a Prospectus is required, such Prospectus shall have been filed with the Commission and no stop order suspending the effectiveness of the Registration Statement or any part thereof or suspending the qualification under the Trust Indenture Act of the Indenture shall

9

have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in any Registration Statement or the Prospectus or otherwise shall have been complied with.

(b) All corporate proceedings and other legal matters incident to the authorization, form and validity of the Transaction Documents, the Preferred Securities, the Instruments, the Prospectus[, the Registration Statement] or the Remarketing Materials and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel to the Remarketing Agent, and the Company and the Trust shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(c) [], counsel for the Remarketing Agent, shall have furnished to the Remarketing Agent such written opinion or opinions, dated the Remarketing Date, with respect to the incorporation of the Company, the validity of the Debentures, the Issuable Common Stock, the Guarantee, [the Registration Statement,] Prospectus, the Remarketing Materials and such other related matters as the Remarketing Agent may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(d) Bell, Boyd & Lloyd LLC, counsel for the Company, shall have furnished to the Remarketing Agent their written opinion, dated the Remarketing Date, in form and substance reasonably satisfactory to Remarketing Agent, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power and authority under such laws to own its properties and conduct its business as described in the Prospectus and the Remarketing Materials;

(ii) The unissued Shares to be issued and sold by the Company pursuant to the Purchase Contracts and the Purchase Contract Agreement have been duly authorized and reserved for issuance and, when issued and delivered against payment therefor as provided in the Purchase Contracts and the Purchase Contract Agreement, will be duly and validly issued, fully paid and non-assessable and the outstanding shares of Common Stock conform in all material respects to the description thereof contained in the Prospectus and Remarketing Materials; and the stockholders of the Company have no preemptive rights with respect to the Securities or the shares of Common Stock issuable upon settlement of the Purchase Contracts; it being understood that such counsel need express no opinion or belief as to the validity of the common stock purchase rights distributed by the Company to its shareholders on September 25, 1998;

(iii) This Agreement has been duly authorized, executed and delivered by the Company and the Trust;

(iv) The Purchase Contract Agreement, the Purchase Contracts underlying the Units and the Pledge Agreement have each been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitute a valid and legally binding agreement of the Company (and together they create, to the extent provided therein, a valid interest of the holders of the Securities in the Preferred Securities) enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether such principles are considered in a proceeding in equity or in law), the Pledge Agreement creates, as collateral security for the performance when due by the holders from time to time of the Securities of their respective obligations under the Purchase Contracts constituting

10

part of such Securities, a legal, valid and perfected security interest (as that term is defined in the Uniform Commercial Code, as adopted and in effect in the State of New York), in favor of the Collateral Agent, in the right, title and interest of such holders in the Pledged Securities (as defined in the Pledge

Agreement) constituting a part of such Securities;

(v) The Guarantee Agreement, the Declaration, the Indenture and the Debentures, each have been duly authorized and constitute a valid and legally binding instrument, enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (whether such principles are considered in a proceeding in equity or in law); the Declaration, the Indenture and the Guarantee Agreement have been duly qualified under the Trust Indenture Act; and the Debentures are entitled to the benefits of the Indenture;

(vi) The Registration Statement has become effective under the Act, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated by the Commission;

(vii) When each part of the Registration Statement became effective, such part, the Prospectus and the Remarketing Materials included therein complied as to form in all material respects with the requirements of the Act and the Rules and Regulations, and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and on the date hereof and at Remarketing, the Registration Statement, the Prospectus and the Remarketing Materials as then amended or supplemented complied or complies, as the case may be, as to form in all material respects with the requirements of the Act and the Rules and Regulations and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained or contain, as the case may be, any untrue statement of a material fact or omitted or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; it being understood that such counsel need express no opinion or belief as to the financial statements or financial data contained in the Registration Statement, the Prospectus or the Remarketing Materials or any such amendment or supplement; and

(viii) The discussion set forth in the Prospectus under the heading "U.S. Federal Income Tax Consequences", insofar as it relates to matters of United States federal income tax law, is accurate in all material respects; provided that such counsel need express no opinion as to statements in such discussion concerning the Company's expectations or determinations.

In rendering such opinion, such counsel may state that he expresses no opinion as to the laws of any jurisdiction other than the United States and the State of Delaware and such counsel may rely as to all matters governed by the laws of the State of New York upon the opinion of [] referred to in Section 5(c).

(e) John W. Holleran, Senior Vice-President and General Counsel of the Company, shall have furnished to you his written opinion, dated the Remarketing Date, in form and substance reasonably satisfactory to the Remarketing Agent, to the effect that:

(i) Each document incorporated by reference in the Registration Statement, Prospectus or Remarketing Materials or any amendment or supplement thereto, at the time such document was filed or became effective under the Act, as the case may be, complied as to form in all material

11

respects with the requirements of the Exchange Act and the rules and regulations of the Commission thereunder;

(ii) The Units, the Purchase Contract Agreement, the Purchase Contracts, the Declaration, the Preferred Securities, the Indenture, the Debentures, the Guarantee Agreement, the Guarantee and the Pledge Agreement conform in all material respects to the descriptions thereof contained in the Prospectus and the Remarketing Materials;

(iii) The descriptions in the Registration Statement, Prospectus and the Remarketing Materials of statutes, legal and governmental proceedings and contracts and other documents are accurate and fairly present the information required to be shown and such counsel does not know of any legal or governmental proceedings required to be described in the Prospectus which are not described as required in all material respects, nor of any contract or documents of a character required to be described in the Registration Statement, Prospectus or Remarketing Materials which are not described as required in all material respects; and

(iv) No holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

In rendering such opinion, such counsel may state that they express no opinion as to the laws of any jurisdiction other than the United States and the State of Delaware and such counsel may rely as to all matters governed by the laws of the State of New York upon the opinion of [] referred to in Section 5(c).

(f) Counsel to the Trust shall have furnished to the Remarketing Agent a written opinion in form and substance equivalent to the opinion delivered by counsel to the Trust pursuant to the Underwriting Agreement.

(g) The Company and the Trust will furnish the Remarketing Agent with such conformed copies of such opinions, certificates, letters and documents as the Remarketing Agent reasonably requests.

(h) On the Remarketing Date at 9:30 a.m., New York City time Arthur Andersen LLP, the independent auditors, or another independent accounting firm with a nationally recognized reputation, that have audited the consolidated financial statements of the Company, shall have furnished to the Remarketing Agent a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to the Remarketing Agent, containing statements and information of the type ordinarily included in accountants' "comfort letters" with respect to certain financial information contained in the Prospectus and in the Remarketing Materials.

(i) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Prospectus and the Remarketing Materials any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Prospectus and the Remarketing Materials, and (ii) since the respective dates as of which information is given in the Prospectus and the Remarketing Materials there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, shareholders' equity or

results of operations of the Company and its subsidiaries, otherwise than as set forth or contemplated in the Prospectus and the Remarketing Materials, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of the Representatives so material and adverse as to make it impracticable or inadvisable to proceed

with the public offering or the delivery of the Securities being issued at such Remarketing Date on the terms and in the manner contemplated in the Prospectus and the Remarketing Materials;

(j) On or after the date hereof (i) no downgrading shall have occurred in the rating accorded the Company's debt securities or preferred stock by any "nationally recognized statistical rating organization", as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities or preferred stock;

(k) On or after the date hereof, there shall not have occurred any of the following: (i) a change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the judgment of the Remarketing Agent, be likely to prejudice materially the success of the proposed issue, sale or distribution of the Preferred Securities whether in the primary market or in respect of dealings in the secondary market; (ii) a suspension or material limitation in trading in securities generally on the Exchange; (iii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iv) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or material disruption in commercial banking or securities settlement or clearance services in the United States; (v) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (vi) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (v) or (vi) in the judgment of the Remarketing Agent makes it impracticable or inadvisable to proceed with the Remarketing on the terms and in the manner contemplated in the Prospectus and Remarketing Materials;

(l) The Company and the Trust shall have complied with the provisions of Section 4(c) hereof with respect to the furnishing of copies of the Prospectus and the Remarketing Materials on the New York Business Day next succeeding the date of this Agreement;

(m) The Company shall have furnished or caused to be furnished to the Remarketing Agent at the Remarketing Date certificates of officers of the Company satisfactory to the Remarketing Agent as to the accuracy of the representations and warranties of the Company and the Trust herein at and as of the Remarketing, as to the performance by the Company and the Trust, as the case may be, of all of their respective obligations hereunder to be performed at or prior to the Remarketing, as to the matters set forth in subsections (a) and (i) of this Section 5 and as to such other matters as you may reasonably request.

(n) The Remarketing Agent shall have received assurances reasonably satisfactory to it from each "plan," as such term is defined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), participating in the remarketing program to the effect that such participation will not constitute a prohibited transaction under ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, or other similar laws, for which an exemption is not available.

(o) The Trust shall have furnished or caused to be furnished to the Remarketing Agent at the Remarketing Date certificates of the Administrative Trustees of the Trust satisfactory to the Remarketing Agent as to the accuracy of the representations and warranties of the Trust herein at and as of the Remarketing, as to the performance by the Company and the Trust, as the case may be, of all its obligations hereunder to be performed at or prior to the Remarketing, as to the matters set forth in subsections (a) and (l) of this Section 5 and as to such other matters as you may reasonably request.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to the Remarketing Agent.

SECTION 6. *Indemnification and Contribution.* (a) The Company and the Trust will, jointly and severally, indemnify and hold harmless the Remarketing Agent against any losses, claims, damages or liabilities, joint or several, to which the Remarketing Agent may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Remarketing Agent for any legal or other expenses reasonably incurred by the Remarketing Agent in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that the Company and the Trust shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials, or any such amendment or supplement(s) in reliance upon and in conformity with written information furnished to the Company by the Remarketing Agent expressly for use therein.

(b) The Remarketing Agent will indemnify and hold harmless the Company and the Trust against any losses, claims, damages or liabilities to which the Company or the Trust may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any Preliminary Prospectus, [the Registration Statement,] the Prospectus or the Remarketing Materials or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Company by the Remarketing Materials expressly for use therein; and will reimburse the Company and the Trust for any legal or other expenses reasonably incurred by the Company and the Trust in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the

commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party,

14

in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action 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) If the indemnification provided for in this Section 6 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Trust on the one hand and the Remarketing Agent on the other from the Remarketing. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Trust on the one hand and the Remarketing Agent on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Trust on the one hand and the Remarketing Agent on the other shall be deemed to be in the same proportion as the aggregate principal amount of the Remarketed Preferred Securities bears to the remarketing fees received by the Remarketing Agent under this Agreement. The relative fault 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 and the Trust on the one hand or the Remarketing Agent 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 Remarketing Agent agree that it would not be just and equitable if contributions pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), the Remarketing Agent shall not be required to contribute any amount in excess of the amount by which the aggregate principal amount of the Remarketed Preferred Securities exceeds the amount of any damages which the Remarketing Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

15

(e) The obligations of the Company and the Trust under this Section 6 shall be in addition to any liability which the Company and the Trust may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls the Remarketing Agent within the meaning of the Securities Act. The obligations of the Remarketing Agent under this Section 6 shall be in addition to any liability which the Remarketing Agent may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company, each Administrative Trustee of the Trust and to each person, if any, who controls the Company and the Trust within the meaning of the Securities Act.

SECTION 7. *Resignation and Removal of the Remarketing Agent.* The Remarketing Agent may resign and be discharged from its duties and obligations hereunder, and the Company may remove the Remarketing Agent, by giving 60 days prior written notice to the Purchase Contract Agent, the Property Trustee and the Trustee and, in the case of a removal, the removed Remarketing Agent; provided that no such resignation nor any such removal shall become effective until the Company shall have appointed at least one nationally recognized broker-dealer as successor Remarketing Agent and such successor Remarketing Agent shall have entered into a remarketing agreement with the Company and the Trust in which it shall have agreed to conduct the Remarketing in accordance with the Remarketing Procedures. In any such case, the Company will use its best reasonable efforts to appoint a successor Remarketing Agent and enter into such a remarketing agreement with such person as soon as reasonably practicable. The provisions of Sections 4 and 6 shall survive the resignation or removal of any Remarketing Agent pursuant to this Agreement.

SECTION 8. *Dealing in the Remarketed Preferred Securities.* The Remarketing Agent, when acting as a Remarketing Agent or in its individual or any other capacity, may, to the extent permitted by law, buy, sell, hold and deal in any of the Remarketed Preferred Securities. The Remarketing Agent may exercise any vote or join in any action which any beneficial owner of Remarketed Preferred Securities may be entitled to exercise or take pursuant to the Purchase Contract Agreement or the Indenture with like effect as if it did not act in any capacity hereunder. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or have an interest in any financial or other transaction with the Trust, as freely as if it did not act in any capacity hereunder.

SECTION 9. *Remarketing Agent's Performance; Duty of Care; Supervising Obligations.* The duties and obligations of the Remarketing Agent shall be determined solely by the express provisions of this Agreement and the Purchase Contract Agreement. No implied covenants or obligations of or against the Remarketing Agent shall be read into this Agreement or the Purchase Contract Agreement. In the absence of bad faith on the part of the Remarketing Agent, the Remarketing Agent may conclusively rely upon any document furnished to it, which purports to conform to the requirements of this Agreement or the Purchase Contract Agreement as to the truth of the statements expressed in any of such documents. The Remarketing Agent shall be protected in acting upon any document or communication reasonably believed by it to have been signed, presented or made by the proper party or parties. The Remarketing Agent, acting under this Agreement, shall incur no liability to the Company, the Trust or to any holder of Remarketed Preferred Securities in its individual capacity or as Remarketing Agent for any action or failure to act, on its part in connection with a Remarketing or otherwise, except if such liability is judicially determined to have resulted from the bad faith, negligence or willful misconduct on its part. The Remarketing Agent may, but shall not be obligated to, purchase Remarketed Preferred Securities for its own account.

If at any time during the term of this Agreement, any event of default under the Indenture, Declaration or the Guarantee or any event that with the passage of time or the giving of notice or both would become an event of default under the Indenture, the Declaration or the Guarantee has occurred and is continuing under the Indenture, the Declaration or the Guarantee, as the case may be, then the obligations and duties of the Remarketing Agent under this Agreement shall be suspended until such default or event has been cured. The Company will cause the Trustee, the Property Trustee and the

Guarantee Trustee and the Purchase Contract Agent to give the Remarketing Agent notice of all such defaults and events of which such trustee or agent is aware.

SECTION 10. *Termination.* This Agreement shall terminate as to the Remarketing Agent on the effective date of the resignation or removal of the Remarketing Agent pursuant to Section 7. In addition, the obligations of the Remarketing Agent hereunder may be terminated by it by notice given to the Company prior to 10:00 A.M., New York City time, on the Remarketing Date if, prior to that time, any of the events described in Sections 5(h), (i) or (j) shall have occurred.

SECTION 11. *Notices.* Except as otherwise stated herein, all statements, requests, notices and agreements hereunder shall be in writing, and if to the Remarketing Agent shall be delivered or sent by mail or facsimile transmission to _____; if to the Company shall be delivered or sent by mail to 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho, 83728-0001 or by facsimile transmission to (208) 384-4912, Attention:General Counsel; if to the Trust shall be delivered or sent by mail to c/o Boise Cascade Corporation, 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho, 83728-0001, or by facsimile transmission to (208) 384-4912, Attention: General Counsel, with a copy sent to the Company; if to the Property Trustee shall be delivered or sent by mail to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington, 98101, Attention: Corporate Trust; if to the Indenture Trustee shall be sent by mail to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington, 98101, Attention:Corporate Trust; if to the Purchase Contract Agent shall be delivered or sent by mail to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington, 98101, Attention: Corporate Trust; and if to the Collateral Agent or the Custodial Agent shall be delivered or sent by mail to JPMorgan Chase Bank, 450 West 33rd Street, New York, New York 10001, Attention: Institutional Trust Services.

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof.

SECTION 12. *Successors and Assigns.* This Agreement shall be binding upon, and inure solely to the benefit of, the Remarketing Agent, the Company and the Trust to the extent provided in Section 6 hereof, the officers and directors of the Company, the trustees of the Trust and each person who controls the Company, the Trust or the Remarketing Agent, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Preferred Securities from the Remarketing Agent shall be deemed a successor or assign by reason merely of such purchase.

SECTION 13. *Governing Law.* THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

SECTION 14. *Jurisdiction.* The Company and the Trust hereby submit to the nonexclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 15. *Counterparts.* This Agreement may be executed in one or more separate counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

SECTION 16. *Headings.* The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing correctly sets forth the agreement among the Company, the Trust, the Purchase Contract Agent and the Remarketing Agent, please indicate your acceptance in the space provided for that purpose below.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

BOISE CASCADE CORPORATION

By: _____
Name:
Title:

BOISE CASCADE TRUST 1

By: _____
Name:
Title:

Receipt Acknowledged:

BNY WESTERN TRUST COMPANY,
as Purchase Contract Agent

By: _____

Name:
Title:

Accepted:

[NAME OF REMARKETING AGENT]

By: _____
Authorized Representative

QuickLinks

[TABLE OF CONTENTS](#)

[EXHIBITS](#)

[PURCHASE CONTRACT AGREEMENT](#)

[ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION](#)

[ARTICLE II CERTIFICATE FORMS](#)

[ARTICLE III THE UNITS](#)

[ARTICLE IV THE PREFERRED SECURITIES](#)

[ARTICLE V THE PURCHASE CONTRACTS; THE REMARKETING](#)

[ARTICLE VI REMEDIES](#)

[ARTICLE VII THE AGENT](#)

[ARTICLE VIII SUPPLEMENTAL AGREEMENTS](#)

[ARTICLE IX CONSOLIDATION, MERGER, SALE OR CONVEYANCE](#)

[ARTICLE X COVENANTS](#)

[ARTICLE XI TRUST INDENTURE ACT](#)

[\[* * * SIGNATURE PAGE TO FOLLOW * * * \]](#)

[EXHIBIT A](#)

[Form of Face of Normal Units Certificate](#)

[AGENT'S CERTIFICATE OF AUTHENTICATION](#)

[\(Form of Reverse of Normal Units Certificate\)](#)

[ABBREVIATIONS](#)

[SETTLEMENT INSTRUCTIONS](#)

[EXHIBIT B](#)

[Form of Face of Stripped Units Certificate](#)

[AGENT'S CERTIFICATE OF AUTHENTICATION](#)

[\(Reverse of Stripped Units Certificate\)](#)

[ABBREVIATIONS](#)

[SETTLEMENT INSTRUCTIONS](#)

[EXHIBIT C INSTRUCTION FROM PURCHASE CONTRACT AGENT TO COLLATERAL AGENT](#)

[EXHIBIT D INSTRUCTION TO PURCHASE CONTRACT AGENT](#)

[EXHIBIT E FORMS OF REMARKETING AGREEMENT](#)

[Boise Cascade Corporation 7.50% Senior Debentures due 2006](#)

[Boise Cascade Trust I Boise Cascade Corporation 7.50% Preferred Securities due 2006 \(\\$50 liquidation amount\)](#)

AMENDED AND RESTATED DECLARATION OF TRUST

AMONG

BOISE CASCADE CORPORATION

as Depositor,

BNY WESTERN TRUST COMPANY,

as Property Trustee,

THE BANK OF NEW YORK (DELAWARE),

as Delaware Trustee,

AND

THE ADMINISTRATIVE TRUSTEES NAMED HEREIN

Dated as of December 5, 2001

BOISE CASCADE TRUST I

TABLE OF CONTENTS

		Page
ARTICLE 1	DEFINED TERMS	1
Section 1.1	Definitions	1
ARTICLE 2	ESTABLISHMENT OF THE TRUST	8
Section 2.1	Name	8
Section 2.2	Office of the Delaware Trustee; Principal Place of Business	8
Section 2.3	Organizational Expenses	8
Section 2.4	Issuance of the Preferred Securities	8
Section 2.5	Subscription and Purchase of Debentures; Issuance of the Common Securities	8
Section 2.6	Declaration of Trust	9
Section 2.7	Authorization to Enter into Certain Transactions	9
Section 2.8	Assets of Trust	12
Section 2.9	Title to Trust Property	12
ARTICLE 3	PAYMENT ACCOUNT	12
Section 3.1	Payment Account	12
ARTICLE 4	DISTRIBUTIONS; REDEMPTION; EXCHANGE	13
Section 4.1	Distributions	13
Section 4.2	[INTENTIONALLY OMITTED]	14
Section 4.3	[INTENTIONALLY OMITTED]	14
Section 4.4	Tax Event Redemption	14
Section 4.5	Subordination of Common Securities	15
Section 4.6	Payment Procedures	15
Section 4.7	Tax Returns and Reports	15
Section 4.8	Payment of Taxes, Duties, Etc. of the Trust	15
Section 4.9	Payments under Indenture	16
ARTICLE 5	TRUST SECURITIES CERTIFICATES	16
Section 5.1	Initial Ownership	16
Section 5.2	The Trust Securities Certificates	16
Section 5.3	Delivery of Trust Securities Certificates	16
Section 5.4	Registration of Transfer and Exchange of Preferred Securities	17
Section 5.5	Mutilated, Destroyed, Lost or Stolen Trust Securities Certificates	17
Section 5.6	Persons Deemed Securityholders	18
Section 5.7	Access to List of Securityholders' Names and Addresses	18
Section 5.8	Maintenance of Office or Agency	18

Section 5.9	Appointment of Paying Agent	18
Section 5.10	Ownership of Common Securities by Depositor	19
Section 5.11	Global Securities; Non-Global Securities; Common Securities Certificate	19
Section 5.12	Notices to Clearing Agency	20
Section 5.13	Definitive Preferred Securities Certificates	20
Section 5.14	Rights of Securityholders	21
Section 5.15	CUSIP Numbers	21
ARTICLE 6	ACT OF SECURITYHOLDERS; MEETINGS; VOTING	21
Section 6.1	Limitations on Voting Rights	21
Section 6.2	Notice of Meetings	23
Section 6.3	Meetings of Preferred Securityholders	23
Section 6.4	Voting Rights	23
Section 6.5	Proxies, Etc	23
Section 6.6	Securityholder Action by Written Consent	23
Section 6.7	Record Date for Voting and Other Purposes	23
Section 6.8	Acts of Securityholders	24
Section 6.9	Inspection of Records	25
ARTICLE 7	REPRESENTATIONS AND WARRANTIES	25
Section 7.1	Representations and Warranties of the Property Trustee and the Delaware Trustee	25
Section 7.2	Representations and Warranties of Depositor	26
ARTICLE 8	THE TRUSTEES	27
Section 8.1	Certain Duties and Responsibilities	27
Section 8.2	Notice of Defaults	28
Section 8.3	Certain Rights of Property Trustee	30
Section 8.4	Not Responsible for Recitals or Issuance of Securities	32
Section 8.5	May Hold Securities	32
Section 8.6	Compensation; Indemnity; Fees	32
Section 8.7	Property Trustee Required; Eligibility of Trustees	33
Section 8.8	Conflicting Interests	33
Section 8.9	Resignation and Removal; Appointment of Successor	33
Section 8.10	Acceptance of Appointment by Successor	35
Section 8.11	Merger, Conversion, Consolidation or Succession to Business	35
Section 8.12	Preferential Collection of Claims Against Depositor or Trust	35
Section 8.13	Reports by Property Trustee	35
Section 8.14	Reports to the Property Trustee	36
Section 8.15	Evidence of Compliance with Conditions Precedent	36
Section 8.16	Number of Trustees	36
Section 8.17	Delegation of Power	36
Section 8.18	Appointment of Administrative Trustees	36
ARTICLE 9	TERMINATION, LIQUIDATION AND MERGER	37
Section 9.1	Termination upon Expiration Date	37
Section 9.2	Early Termination	37
Section 9.3	Termination	37
Section 9.4	Liquidation	38
Section 9.5	Mergers, Consolidations, Amalgamations, Conversions or Replacements of the Trust	39
ARTICLE 10	MISCELLANEOUS PROVISIONS	40
Section 10.1	Limitation of Rights of Securityholders	40
Section 10.2	Amendment	40
Section 10.3	Separability	41
Section 10.4	Governing Law	41
Section 10.5	Payments Due on Non-Business Day	41
Section 10.6	Successors	41
Section 10.7	Headings	41
Section 10.8	Reports, Notices and Demands	41
Section 10.9	Agreement Not to Petition	42
Section 10.10	Trust Indenture Act; Conflict with Trust Indenture Act	42
Section 10.11	Acceptance of Terms of Declaration of Trust, Guarantee and Indenture	43
Section 10.12	Counterparts	43
Section 10.13	Purchases of Trust Securities	43

Form of Certificate Depositary Agreement	Exhibit B
Form of Common Securities of Boise Cascade Trust I	Exhibit C
Form of Preferred Securities of Boise Cascade Trust I	Exhibit D
Notice of Conversion	Exhibit E

BOISE CASCADE TRUST I

**Certain Sections of this Declaration of Trust
relating to Sections 310 through 318
of the Trust Indenture Act of 1939**

	TRUST INDENTURE ACT SECTION	DECLARATION OF TRUST SECTION
Section 310	(a)(1)	8.7
	(a)(2)	8.7
	(a)(4)	2.7(a)(ii)
	(b)	8.8
Section 311	(a)	8.12
	(b)	8.12
Section 312	(a)	5.7
	(b)	5.7
	(c)	5.7
Section 313	(a)	8.13(a)
	(c)	10.8
	(d)	8.13(c)
	(a)(4)	13(b)
	(b)	8.13(b)
Section 314	(a)	8.14
	(b)	Not Applicable
	(c)(1)	8.15
	(c)(2)	8.15
	(c)(3)	Not Applicable
	(d)	Not Applicable
	(e)	1.1, 8.15

Note: This reconciliation and tie sheet shall not, for any purpose, be deemed to be a part of the Declaration of Trust.

	TRUST INDENTURE ACT SECTION	DECLARATION OF TRUST SECTION
Section 315	(a)	8.1(a), 8.3(a)
	(b)	8.2, 10.8
	(c)	8.1(a)
	(d)	8.1, 8.3
	(e)	Not Applicable
Section 316	(a)	Not Applicable
	(a)(1)(A)	Not Applicable
	(a)(1)(B)	Not Applicable
	(a)(2)	Not Applicable
	(b)	Not Applicable
	(c)	6.7
Section 317	(a)(1)	Not Applicable
	(b)	5.9
Section 318	(a)	10.10

AMENDED AND RESTATED DECLARATION OF TRUST

AMENDED AND RESTATED DECLARATION OF TRUST, dated as of December 5, 2001, among (i) Boise Cascade Corporation, a Delaware corporation (including any successors or assigns, the "Depositor"); (ii) BNY Western Trust Company, a California banking corporation, as property trustee (in such capacity, the "Property Trustee" and, in its personal capacity and not in its capacity as Property Trustee, the "Bank"); (iii) The Bank of New York (Delaware), a Delaware banking corporation, as Delaware trustee (in such capacity, the "Delaware Trustee"), (iv) Irving Littman, an individual, and John W. Holleran, an individual, each of whose address is c/o Boise Cascade Corporation, 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho 83728-0001 (each, an "Administrative Trustee" and,

collectively, the "Administrative Trustees" and, collectively with the Property Trustee and Delaware Trustee, the "Trustees"); and (v) the several Holders (as hereinafter defined). The Depositor and the Trustees hereby agree as follows:

WITNESSETH:

WHEREAS, the Depositor and certain of the Trustees have heretofore duly declared and established a business trust pursuant to the Delaware Business Trust Act by the entering into of that certain Trust Agreement, dated as of May 21, 1998, as amended by the Amended and Restated Declaration of Trust, dated as of March 22, 1999 (the "Original Declaration of Trust"), and by the execution and filing by certain of the Trustees with the secretary of state of the state of Delaware of the Certificate of Trust, filed on May 21, 1998, attached as Exhibit A, for the sole purpose of issuing and selling certain securities representing undivided beneficial interests in the assets of the Trust (as defined herein) and investing the proceeds thereof in the Debentures (as defined herein);

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

WHEREAS, the Depositor and the Trustees desire to amend and restate the Original Declaration of Trust in its entirety as set forth herein to provide for, among other things, (i) the issuance and sale of the Common Securities (as defined herein) by the Trust to the Depositor, (ii) the issuance and sale of the Preferred Securities (as defined herein) by the Trust pursuant to the Underwriting Agreement (as defined herein), and (iii) the acquisition by the Trust from the Depositor of all of the right, title and interest in the Debentures;

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, each party, for the benefit of the other party and for the benefit of the Holders (as defined herein) of the Preferred Securities, hereby amends and restates the Original Declaration of Trust in its entirety and agrees as follows:

ARTICLE 1

DEFINED TERMS

SECTION 1.1. Definitions. For all purposes of this Declaration of Trust, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (b) all other terms used herein that are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;
- (c) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Declaration of Trust; and
- (d) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Declaration of Trust as a whole and not to any particular Article, Section or other subdivision.

"Act" has the meaning specified in Section 6.8.

"Additional Sums" means, with respect to the Trust Securities, the amount of Additional Sums (as defined in the Indenture) paid by the Depositor on the Debentures.

"Administrative Trustee" means each of Irving Littman and John W. Holleran, each solely in his capacity as Administrative Trustee of the Trust formed and continued hereunder and not in his individual capacity, or such Administrative Trustee's successor in interest in such capacity, or any successor in interest in such capacity, or any successor administrative trustee appointed as herein provided.

"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, provided, however that an Affiliate of the Depositor shall not be deemed to include the Trust. 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.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Certificate or beneficial interest therein, the rules and procedures of the Clearing Agency for such security, to the extent applicable to such transaction and as in effect from time to time.

"Bank" has the meaning specified in the preamble to this Declaration of Trust.

"Bankruptcy Event" means, with respect to any Person:

- (a) the entry of a decree or order by a court having jurisdiction in the premises judging such Person as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjudication or composition of or in respect of such Person under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person 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 unstayed and in effect for a period of 60 consecutive days; or

- (b) the institution by such Person of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or similar official) of such Person 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 and its willingness to be adjudicated a bankrupt, or the taking of corporate action by such Person in furtherance of any such action.

"Bankruptcy Laws" has the meaning specified in Section 10.9.

"Board of Directors" means either the board of directors of the Depositor or any committee of that board duly authorized to act hereunder.

"Book-Entry Preferred Securities Certificates" means a beneficial interest in the Preferred Securities Certificates, ownership and transfers of which shall be made through book entries by a Clearing Agency as described in Section 5.11.

2

"Business Day" means any day other than a Saturday or Sunday or a day on which banking institutions in The City of New York or the City of Seattle are authorized or required by law or executive order to remain closed.

"Certificate Depository Agreement" means the agreement among the Trust, the Depositor and The Depository Trust Company, as the initial Clearing Agency, dated as of the Closing Date, relating to the Trust Securities Certificates substantially in the form attached as Exhibit B, as the same may be amended and supplemented from time to time.

"Clearing Agency" means an organization registered as a "clearing agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, that has been designated to act as depository for the Preferred Securities pursuant to the Certificate Depository Agreement. The Depository Trust Company will be the initial Clearing Agency.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Closing Date" means the first Time of Delivery (as defined in the Underwriting Agreement).

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, as amended, 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 Certificate" means a certificate evidencing ownership of Common Securities, substantially in the form attached as Exhibit C.

"Common Security" means an undivided beneficial interest in the assets of the Trust, having a Liquidation Amount with respect to the assets of the Trust of \$50 and having the rights provided therefor in this Declaration of Trust, including the right to receive Distributions and a Liquidation Distribution as provided herein.

"Common Stock" means common stock, \$2.50 par value per share, of the Depositor.

"Corporate Trust Office" means the principal corporate trust office of the Property Trustee at which at any particular time its corporate trust business shall be administered, which office at the date hereof is located at 601 Union Street, Suite 1720, Seattle, Washington 98101, Attention: Corporate Trust.

"Coupon Rate" has the meaning set forth in Section 4.1.

"Debenture Event of Default" means an "Event of Default" as defined in the Indenture.

"Debenture Redemption Date" means, with respect to any Debentures to be redeemed under the Indenture, the date fixed for redemption thereof under the Indenture.

"Debenture Trustee" means BNY Western Trust Company, a California banking corporation, as Series Trustee under the Indenture and any successor thereto or successor Series Trustee under the Indenture.

"Debentures" means the Depositor's 7.50% senior debentures due 2006 issued pursuant to the Indenture.

"Declaration of Trust" means this Amended and Restated Declaration of Trust, as the same may be modified, amended or supplemented in accordance with the applicable provisions hereof, including all exhibits hereto, including, for all purposes of this Declaration of Trust and any such modification, amendment or supplement, the provisions of the Trust Indenture Act that are deemed to be a part of

3

and govern this Declaration of Trust and any such modification, amendment or supplement, respectively.

"Definitive Preferred Securities Certificates" means either or both (as the context requires) of (a) Preferred Securities Certificates issued in certificated, fully registered form as provided in Section 5.11(a) and (b) Preferred Securities Certificates issued in certificated, fully registered form as provided in Section 5.13.

"Delaware Business Trust Act" means Chapter 38 of Title 12 of the Delaware Code, 12 Del. C., Section 3801, et. seq., as it may be amended from time to time.

"Delaware Trustee" means the Person identified as the "Delaware Trustee" in the preamble to this Declaration of Trust solely in its capacity as Delaware Trustee of the Trust formed and continued hereunder and not in its individual capacity, or its successor in interest in such capacity, or any successor Delaware trustee appointed as herein provided.

"Depositor" has the meaning specified in the preamble to this Declaration of Trust.

"Direct Action" has the meaning specified in Section 6.8.

"Distribution Date" has the meaning specified in Section 4.1(a).

"Distributions" means amounts payable in respect of the Trust Securities as provided in Section 4.1.

"Early Termination Event" has the meaning specified in Section 9.2.

"Event of Default" means the occurrence of a Debenture Event of Default, whatever the reason for such Debenture 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.

"Expiration Date" has the meaning specified in Section 9.1.

"Failed Remarketing" has the meaning set forth in the Purchase Contract Agreement.

"Global Certificate" has the meaning specified in Section 5.2.

"Guarantee" means the Guarantee Agreement executed and delivered by the Depositor and BNY Western Trust Company, a California banking corporation, as guarantee trustee, contemporaneously with the execution and delivery of this Declaration of Trust, for the benefit of the Holders of the Preferred Securities, as amended from time to time.

"Holder" means a Person in whose name a Trust Securities Certificate representing a Trust Security is registered, such Person being a beneficial owner within the meaning of the Delaware Business Trust Act.

"Indenture" means that certain Indenture, dated as of October 1, 1985, between the Depositor and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the "Original Trustee"), as supplemented by the First Supplemental Indenture between the Depositor and the Original Trustee, dated as of December 20, 1989, the Second Supplemental Indenture between the Depositor and the original Trustee, dated as of August 1, 1990 and the Third Supplemental Indenture, dated as of December 5, 2001, among the Depositor, the Original Trustee and BNY Western Trust Company, as series trustee, and as the same may be further amended or supplemented from time to time.

"Lien" means any lien, pledge, charge, encumbrance, mortgage, deed of trust, adverse ownership interest, hypothecation, assignment, security interest or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever.

4

"Liquidation Amount" means an amount with respect to the assets of the Trust equal to \$50 per Trust Security.

"Liquidation Date" means each date on which Debentures or cash are to be distributed to Holders of Trust Securities in connection with a termination and liquidation of the Trust pursuant to Section 9.4(a).

"Liquidation Distribution" has the meaning specified in Section 9.4(d).

"1940 Act" means the Investment Company Act of 1940, as amended.

"Normal Units" has the meaning set forth in the Purchase Contract Agreement.

"Officers' Certificate" means a certificate signed by (i) the Chairman of the Board, a Vice Chairman, the President or a Vice President, and by (ii) the Treasurer, an Assistant Treasurer, the Controller, the Secretary or an Assistant Secretary, of the Depositor, and delivered to the Trustee. One of the officers signing an Officers' Certificate given pursuant to Section 8.15 shall be the principal executive, financial or accounting officer of the Depositor. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Declaration of Trust shall include:

- (a) a statement that each officer signing the Officers' 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 Officers' Certificate;
- (c) a statement that each 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" means a written opinion of counsel, who may be counsel for the Trust, the Property Trustee or the Depositor, and who may be an employee of any thereof, and who shall be reasonably acceptable to the Property Trustee. Any Opinion of Counsel delivered with respect to compliance with a condition or covenant provided for in this Declaration of Trust shall include:

- (a) a statement that each individual signing the Opinion of Counsel 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 individual in rendering the Opinion of Counsel;
- (c) a statement that each individual has made such examination or investigation as is necessary to enable such individual 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 individual, such condition or covenant has been complied with.

"Original Declaration of Trust" has the meaning specified in the recitals to this Declaration of Trust.

5

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

(a) Trust Securities theretofore cancelled by the Securities Registrar or delivered to the Securities Registrar for cancellation or tendered for conversion;

(b) Trust Securities for whose payment or redemption money in the necessary amount has been theretofore deposited with the Property Trustee or any Paying Agent for the Holders of such Trust Securities; provided that, if such Trust Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Declaration of Trust; and

(c) Trust Securities which have been paid or in exchange for or in lieu of which other Trust Securities have been executed and delivered pursuant to Section 5.5;

provided, however, that in determining whether the Holders of the requisite Liquidation Amount of the Outstanding Trust Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Trust Securities owned by the Depositor, any Trustee or any Affiliate of the Depositor or any Trustee shall be disregarded and deemed not to be Outstanding, except that (a) in determining whether any Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Trust Securities that such Trustee actually knows to be so owned shall be so disregarded and (b) the foregoing shall not apply at any time when all of the Outstanding Trust Securities are owned by the Depositor, one or more of the Trustees and/or any such Affiliate. Trust Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Securities Registrar the pledgee's right so to act with respect to such Trust Securities and that the pledgee is not the Depositor or any Affiliate of the Depositor.

"Owner" means each Person who is the beneficial owner of a Book-Entry Preferred Securities Certificate as reflected in the records of the Clearing Agency or, if a Clearing Agency Participant is not the Owner, then as reflected in the records of a Person maintaining an account with such Clearing Agency (directly or indirectly, in accordance with the rules of such Clearing Agency).

"Paying Agent" means any paying agent or co-paying agent appointed pursuant to Section 5.9.

"Payment Account" means a segregated non-interest bearing corporate trust account maintained by the Property Trustee with the Bank in its trust department for the benefit of the Securityholders in which all amounts paid in respect of the Debentures will be held and from which the Property Trustee shall make payments to the Securityholders in accordance with Section 4.1.

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

"Preferred Securities Certificate" means a certificate evidencing ownership of Preferred Securities, substantially in the form attached as Exhibit D.

"Preferred Security" means an undivided beneficial interest in the assets of the Trust, having a Liquidation Amount with respect to the assets of the Trust of \$50 and having the rights provided therefor in this Declaration of Trust, including the right to receive Distributions and a Liquidation Distribution as provided herein.

"Property Trustee" means the commercial bank or trust company identified as the "Property Trustee" in the preamble to this Declaration of Trust solely in its capacity as Property Trustee of the Trust heretofore formed and continued hereunder and not in its individual capacity, or its successor in interest in such capacity, or any successor property trustee appointed as herein provided.

"Purchase Contract" has the meaning provided in the Purchase Contract Agreement.

"Purchase Contract Agent" means BNY Western Trust Company, as purchase contract agent under the Purchase Contract Agreement until a successor is appointed thereunder, and thereafter means such successor Purchase Contract Agent.

"Purchase Contract Agreement" means the Purchase Contract Agreement dated as of December 5, 2001 between the Purchase Contract Agent and the Depositor.

"Redemption Date" has the meaning provided in the Indenture.

"Redemption Treasury Portfolio" has the meaning provided in the Indenture.

"Related Party" means, with respect to the Depositor, any direct or indirect wholly owned subsidiary of the Depositor or any other Person that owns, directly or indirectly, 100% of the outstanding voting securities of the Depositor.

"Relevant Trustee" has the meaning specified in Section 8.9.

"Remarketing Agent" has the meaning set forth in the Purchase Contract Agreement.

"Remarketing Agreement" means the form of Remarketing Agreement to be entered into by and among the Depositor, the Trust, the Remarketing Agent and the Purchase Contract Agent in connection with the remarketing of the capital securities.

"Remarketing Date" means the business day preceding September 16, 2004.

"Remarketing Value" has the meaning set forth in the Purchase Contract Agreement.

"Reset Agent" means a nationally recognized investment banking firm chosen by the Depositor to determine the Reset Rate.

"Reset Rate" has the meaning set forth in the Remarketing Agreement.

"Securities Register" and "Securities Registrar" have the respective meanings specified in Section 5.4.

"Securityholder" has the same meaning as "Holder."

"Subsequent Remarketing Date" has the meaning set forth in the Purchase Contract Agreement.

"Successor Delaware Trustee" has the meaning specified in Section 8.9.

"Successor Property Trustee" has the meaning specified in Section 8.9.

"Successor Securities" has the meaning specified in Section 9.5.

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

"Tax Event Redemption" has the meaning provided in the Indenture.

"Termination Event" has the meaning set forth in the Purchase Contract Agreement.

"Trust" means Boise Cascade Trust I, the Delaware business trust continued hereby.

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

"Trust Property" means (a) the Debentures, (b) any cash on deposit in, or owing to, the Payment Account, and (c) all proceeds and rights in respect of the foregoing to be held by the Property Trustee pursuant to the terms of this Declaration of Trust for the benefit of the Securityholders.

"Trust Security" means any one of the Common Securities or the Preferred Securities.

7

"Trust Securities Certificate" means any one of the Common Securities Certificates, the Global Certificates or the Certificated Preferred Securities.

"Trustees" means, collectively, the Property Trustee, the Delaware Trustee, and the Administrative Trustees.

"Underwriting Agreement" means the Underwriting Agreement, dated as of November 29, 2001, among the Trust, the Depositor, and the Underwriters named therein.

"Units" has the meaning set forth in the Purchase Contract Agreement.

ARTICLE 2

ESTABLISHMENT OF THE TRUST

SECTION 2.1. Name. The Trust created hereby shall be known as "Boise Cascade Trust I", as such name may be modified from time to time by the Administrative Trustees following written notice to the Holders of Trust Securities and the other Trustees, in which name the Trustees may conduct the business of the Trust, make and execute contracts and other instruments on behalf of the Trust and sue and be sued.

SECTION 2.2. Office of the Delaware Trustee; Principal Place of Business. The address of the Delaware Trustee in the State of Delaware is White Clay Center, Route 273, Newark, Delaware 19711, Attention: Corporate Trust Department, or such other address in the state of Delaware as the Delaware Trustee may designate by written notice to the Securityholders and the Depositor. The principal executive office of the Trust is 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho 83728-6161.

SECTION 2.3. Organizational Expenses. The Depositor shall pay organizational expenses of the Trust as they arise or shall, upon request of any Trustee, promptly reimburse such Trustee for any such expenses paid by such Trustee. The Depositor shall make no claim upon the Trust Property for the payment of such expenses.

SECTION 2.4. Issuance of the Preferred Securities. On November 29, 2001, the Depositor and an Administrative Trustee on behalf of the Trust executed and delivered the Underwriting Agreement. On the Closing Date, an Administrative Trustee, on behalf of the Trust, shall execute and deliver in accordance with Section 5.2 Preferred Securities Certificates, in an aggregate amount of 3,000,000 (or up to 3,450,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full) Preferred Securities having an aggregate Liquidation Amount of \$150,000,000 (or up to \$172,500,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full), against receipt of the aggregate purchase price of such Preferred Securities of \$150,000,000, (or up to \$172,500,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full), which amount the Administrative Trustees shall promptly deliver to the Property Trustee.

SECTION 2.5. Subscription and Purchase of Debentures; Issuance of the Common Securities. Contemporaneously with the execution and delivery of this Declaration of Trust, the Administrative Trustees, on behalf of the Trust, shall subscribe to and purchase from the Depositor the Debentures, registered in the name of the Property Trustee (in its capacity as such) and having an aggregate principal amount equal to \$154,700,000, (or up to \$177,836,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full) and, in satisfaction of the purchase price for such Debentures, the Property Trustee, on behalf of the Trust, shall deliver to the Depositor the sum of \$154,700,000 (or up to \$177,836,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full). Contemporaneously therewith, an Administrative Trustee, on behalf of the Trust, shall execute in accordance with Section 5.2 and deliver to the Depositor the Common Securities Certificates registered in the name of the Depositor, in an aggregate amount of 94,000 (or up to

8

106,720 if the Over-Allotment Option under the Underwriting Agreement is exercised in full) Common Securities having an aggregate Liquidation Amount of \$4,700,000 (or up to \$5,336,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full) against receipt of the aggregate purchase

price of such Common Securities from the Depositor in the amount of \$4,700,000 (or up to \$5,336,000 if the Over-Allotment Option under the Underwriting Agreement is exercised in full).

SECTION 2.6. Declaration of Trust. The exclusive purposes and functions of the Trust are (a) to issue and sell Trust Securities and use the proceeds from such sale to acquire the Debentures, (b) to distribute the Trust's income as provided in this Declaration of Trust, and (c) to engage in only those other activities necessary or incidental thereto. The Trust shall not borrow money, issue debt or reinvest proceeds derived from investments, 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. The Depositor hereby appoints the Trustees as trustees of the Trust, to have all the rights, powers and duties to the extent set forth herein, and the Trustees hereby accept such appointment. The Property Trustee hereby declares that it will hold the Trust Property in trust upon and subject to the conditions set forth herein for the benefit of the Trust and the Securityholders. The Administrative Trustees shall have all rights, powers and duties set forth herein and in accordance with applicable law with respect to accomplishing the purposes of the Trust. 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 Property Trustee or the Administrative Trustees set forth herein. The Delaware Trustee shall be one of the Trustees of the Trust for the sole and limited purpose of fulfilling the requirements of Section 3807 of the Delaware Business Trust Act.

SECTION 2.7. Authorization to Enter into Certain Transactions.

(a) The Trustees shall conduct the affairs of the Trust in accordance with the terms of this Declaration of Trust. Subject to the limitations set forth in Section 2.6 and paragraph (b) of this Section, and in accordance with the following provisions (i) and (ii), the Trustees shall have the exclusive power, duty and the authority to cause the Trust to engage in the following activities:

(i) As among the Trustees, each Administrative Trustee shall have the power and authority to act on behalf of the Trust with respect to the following matters:

(A) to issue and sell the Trust Securities, provided, however, that the Trust may issue no more than one series of Preferred Securities and no more than one series of Common Securities, and, provided, further, that there shall be no interests in the Trust other than the Trust Securities, and the issuance of Trust Securities shall be limited to simultaneous issuance of both Preferred Securities and Common Securities on the Closing Date (or any subsequent closing date with respect to the exercise of the Over-Allotment Option), subject to the issuance of Trust Securities pursuant to Section 5.5 and Successor Securities pursuant to Section 9.5;

(B) to cause the Trust to enter into, and to execute, deliver and perform on behalf of the Trust, the Underwriting Agreement, the Remarketing Agreement, the Certificate Depository Agreement, the Subscription Agreement, the Debenture Purchase Agreement, the Common Securities Guarantee and such other agreements as may be necessary or incidental to the purposes and function of the Trust;

(C) to assist in the registration of the Preferred Securities under the Securities Act of 1933, as amended (the "Securities Act"), and under state securities or blue sky laws, and the qualification of this Declaration of Trust as a trust indenture under the Trust Indenture Act;

9

(D) to assist in the listing of the Preferred Securities upon such securities exchange or exchanges as shall be determined by the Depositor and the registration of the Preferred Securities under the Securities Exchange Act of 1934, as amended, and the preparation and filing of all periodic and other reports and other documents pursuant to the foregoing (only to the extent that such listing or registration is requested by the Depositor);

(E) to appoint a Paying Agent, a Securities Registrar and an authenticating agent in accordance with this Declaration of Trust;

(F) to the extent provided in this Declaration of Trust, to wind up the affairs of and liquidate the Trust and prepare, execute and file the certificate of cancellation with the Secretary of State of the State of Delaware;

(G) unless otherwise requested of the Depositor, the Property Trustee or the Administrative Trustees, or as otherwise required by the Delaware Business Trust Act or the Trust Indenture Act, to execute on behalf of the Trust (either acting alone or together with any other Administrative Trustees) any documents that the Administrative Trustees have the power to execute pursuant to this Declaration of Trust; and

(H) to take any action incidental to the foregoing as the Trustees may from time to time determine is necessary or advisable to give effect to the terms of this Declaration of Trust including, but not limited to:

(x) causing the Trust not to be deemed to be an "investment company" required to be registered under the 1940 Act;

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

(z) cooperating with the Depositor to ensure that the Debentures will be treated as indebtedness of the Depositor for United States federal income tax purposes;

provided that such action does not adversely affect in any material respect the interests of Securityholders or the remaining Trustees except as otherwise provided in Section 10.2(a).

(ii) As among the Trustees, the Property Trustee shall have the power, duty and authority to act on behalf of the Trust with respect to the following matters:

(A) the establishment of the Payment Account;

(B) the receipt of and taking title to the Debentures;

(C) the collection of interest, principal and any other payments made in respect of the Debentures in the Payment Account;

(D) the distribution from the Trust Property of amounts owed to the Securityholders in respect of the Trust Securities in accordance with the Declaration of Trust;

(E) the exercise of all of the rights, powers and privileges of a holder of the Debentures following an occurrence of an Event of Default;

(F) the sending of notices of default, other notices and other information regarding the Trust Securities and the Debentures to the Securityholders in accordance with this Declaration of Trust;

(G) the distribution of the Trust Property in accordance with the terms of this Declaration of Trust;

10

(H) to the extent provided in this Declaration of Trust, the winding up of the affairs of and liquidation of the Trust and the execution and filing of the certificate of cancellation with the Secretary of State of the State of Delaware;

(I) after an Event of Default, the taking of any action incidental to the foregoing as the Property Trustee may from time to time determine is necessary or advisable to give effect to the terms of this Declaration of Trust and protect and conserve the Trust Property for the benefit of the Securityholders (without consideration of the effect of any such action on any particular Securityholder);

(J) subject to this Section 2.7(a)(ii), the Property Trustee shall have none of the duties, liabilities, powers or the authority of the Administrative Trustees set forth in Section 2.7(a)(i); and

(K) to act as Paying Agent and/or Securities Registrar to the extent appointed as such hereunder.

(b) So long as this Declaration of Trust remains in effect, the Trust (or the Trustees acting on behalf of the Trust) shall not undertake any business, activities or transaction except as expressly provided herein or contemplated hereby. In particular, the Trust shall not, and the Trustees shall not and shall cause the Trust not to (i) invest any proceeds received by the Trust from holding the Debentures (rather, the Trustees shall distribute all such proceeds to the Securityholders pursuant to the terms of this Declaration of Trust and the Trust Securities), acquire any investments or engage in any activities not authorized by this Declaration of Trust, (ii) sell, assign, transfer, exchange, mortgage, pledge, set-off or otherwise dispose of any of the Trust Property or interests therein, including to Securityholders, except as expressly provided herein, (iii) take any action that would cause the Trust to fail or cease to qualify as a "grantor trust" for United States federal income tax purposes, (iv) make any loans or incur any indebtedness for borrowed money or issue any other debt, (v) take or consent to any action that would result in the placement of a Lien on any of the Trust Property, (vi) possess any power or otherwise act in such a way as to vary the Trust assets or the terms of the Trust Securities in any way whatsoever except as permitted by the terms of this Declaration of Trust, or (vii) issue any securities or other evidences of beneficial ownership of, or beneficial interest in, the Trust other than the Trust Securities. The Administrative Trustees shall defend all claims and demands of all Persons at any time claiming any Lien on any of the Trust Property adverse to the interest of the Trust or the Securityholders in their capacity as Securityholders.

(c) In connection with the issue and sale of the Preferred Securities, the Depositor shall have the right and responsibility to assist the Trust with respect to, or effect on behalf of the Trust, the following actions (and any actions taken by the Depositor in furtherance of the following prior to the date of this Declaration of Trust are hereby ratified and confirmed in all respects):

(i) to cause the Trust to enter into, and to execute, deliver and perform on behalf of the Trust, the Underwriting Agreement and the Certificate Depositary Agreement and such other agreements as may be necessary or incidental to the purposes and functions of the Trust;

(ii) to file with the Commission and to execute on behalf of the Trust a registration statement on the appropriate form in relation to the Preferred Securities, including any amendments thereto;

(iii) to determine the States and foreign jurisdictions in which to take appropriate action to qualify or register for sale all or part of the Preferred Securities and to do any and all such acts, other than actions which must be taken by or on behalf of the Trust, and advise the Trustees of actions they must take on behalf of the Trust, and prepare for execution and filing any documents to be executed and filed by the Trust or on behalf of the Trust, as the

11

Depositor deems necessary or advisable in order to comply with the applicable laws of any such States and foreign jurisdictions;

(iv) to the extent necessary, to prepare for filing by the Trust with the Commission and to execute on behalf of the Trust a registration statement on Form 8-A relating to the registration of the Preferred Securities under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended, including any amendments thereto, and to assist in the listing of the Preferred Securities upon such securities exchange or exchanges as shall be determined by the Depositor;

(v) to negotiate the terms of the Remarketing Agreement; and

(vi) any other actions necessary or incidental to carry out any of the foregoing activities.

(d) Notwithstanding anything herein to the contrary, the Administrative Trustees are authorized and directed to conduct the affairs of the Trust and to operate the Trust so that the Trust will not be deemed to be an "investment company" required to be registered under the 1940 Act, or taxed as a corporation for United States federal income tax purposes and so that the Debentures will be treated as indebtedness of the Depositor for United States federal income tax purposes. In this connection, the Depositor and the Administrative Trustees are authorized to take any action, not inconsistent with applicable law, the Certificate of Trust or this Declaration of Trust, that each of the Depositor and the Administrative Trustees determines in their discretion to be necessary or desirable for such purposes, so long as such action does not adversely affect in any material respect the interests of the Holders of the Preferred Securities except as otherwise provided in Section 10.2(a).

SECTION 2.8. Assets of Trust. The assets of the Trust shall consist of only the Trust Property.

SECTION 2.9. Title to Trust Property. Legal title to all Trust Property shall be vested at all times in the Property Trustee (in its capacity as such) and shall be held and administered by the Property Trustee for the benefit of the Trust and the Securityholders in accordance with this Declaration of Trust. Each Securityholder 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.

ARTICLE 3

PAYMENT ACCOUNT

SECTION 3.1. Payment Account.

(a) On or prior to the Closing Date, the Property Trustee shall establish the Payment Account. The Property Trustee and any agent of the Property Trustee shall have exclusive control and sole right of withdrawal with respect to the Payment Account for the purpose of making deposits in and withdrawals from the Payment Account in accordance with this Declaration of Trust. All monies and other property deposited or held from time to time in the Payment Account shall be held by the Property Trustee in the Payment Account for the exclusive benefit of the Securityholders and for distribution as herein provided, including (and subject to) any priority of payments provided for herein.

(b) The Property Trustee shall deposit in the Payment Account, promptly upon receipt, all payments of principal of or interest on, and any other payments or proceeds with respect to, the Debentures. Amounts held in the Payment Account shall not be invested by the Property Trustee pending distribution thereof.

12

ARTICLE 4

DISTRIBUTIONS; REDEMPTION; EXCHANGE

SECTION 4.1. Distributions.

(a) Distributions on the Trust Securities shall be cumulative, and shall accrue from the date of original issuance, or the most recent Distribution Date (as defined herein) and shall be payable quarterly in arrears on March 16, June 16, September 16 and December 16 of each year, commencing on March 16, 2002 when, as and if available for payment by the Property Trustee, as further described in paragraph (c) of this Section 4.1.

(b) The Trust Securities represent undivided beneficial interests in the Trust Property, and the Distributions on the Trust Securities shall be payable initially at a rate of 7.50% per annum (the "Coupon Rate") of the Liquidation Amount of the Trust Securities, through and including September 16, 2004, and at the Reset Rate thereafter. The term "Distributions" as used herein includes such cash distributions and any Additional Sums payable unless otherwise stated. The amount of Distributions payable for any period shall be computed on the basis of a 360-day year of twelve 30-day months. For periods less than a full month, Distributions shall be computed on the basis of the actual number of elapsed days.

(c) Distributions on the Trust Securities shall be made by the Property Trustee from the Payment Account and shall be payable on each Distribution Date only to the extent that the Trust has funds then on hand and available in the Payment Account for the payment of such Distributions.

(d) Distributions on the Trust Securities with respect to a Distribution Date shall be payable to the Holders thereof as they appear on the Securities Register for the Trust Securities on the relevant record date, which, for so long as the Preferred Securities are in the form of a Global Certificate, shall be the date which is the Business Day next preceding such Distribution Date. The relevant record dates for the Common Securities shall be the same record date as for the Preferred Securities. If the Preferred Securities shall not continue to remain in book-entry only form or are not in book-entry only form at issuance, the relevant record dates for the Preferred Securities shall conform to the rules of any securities exchange on which the Preferred Securities are listed and, if none, as shall be selected by the Administrative Trustees, which dates shall be at least more than one, but less than 60 Business Days before the relevant Distribution Dates. Distributions payable on any Trust Securities that are not punctually paid on any Distribution Date, as a result of the Depositor having failed to make a payment under the Debentures, will cease to be payable to the Person in whose name such Trust Securities are registered on the relevant record date, and such defaulted Distribution will instead be payable to the Person in whose name such Trust Securities are registered on the special record date or other specified date determined in accordance with the Indenture in respect of a corresponding payment on the Debentures. If any date on which Distributions are payable on the Trust Securities is not a Business Day, then payment of the Distribution 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) except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date (each such date on which Distributions are payable under this Section 4.1, a "Distribution Date"). So long as the Collateral Agent is a Holder of any Preferred Securities, the payment of distributions on such Preferred Securities held by the Collateral Agent will be made at such place and to such account as may be designated by the Collateral Agent.

13

(e) The Depositor shall advise, or cause the Reset Agent to advise, by telephone promptly confirmed in writing, the Depository, the Property Trustee, the Purchase Contract Agent and the Debenture Trustee of the Reset Rate determined in accordance with the Remarketing Agreement. The Depositor will cause a notice of the Reset Rate to be published on the second Business Day following the Remarketing Date and any such Subsequent Remarketing Date in The Wall Street Journal, or if such publication ceases to publish notices of such type, or if it is otherwise impractical to publish such notice therein, in such other daily newspaper of general circulation in The City of New York published in the English language, as the Depositor may reasonably determine.

(f) 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 on a pro rata basis (based upon Liquidation Amounts) among the Holders of the Securities, subject to Section 4.5.

SECTION 4.2. [INTENTIONALLY OMITTED]

SECTION 4.3. [INTENTIONALLY OMITTED]

SECTION 4.4. Tax Event Redemption.

(a) On the Redemption Date the Property Trustee shall redeem each Outstanding Trust Security and distribute in respect of each Trust Security the "redemption amount" applicable thereto, as determined below, from the proceeds of the Tax Event Redemption.

(i) In the event the Tax Event Redemption occurs after (I) a successful remarketing of the Preferred Securities under the Remarketing Agreement or (II) the Stock Purchase Date, the "redemption amount" with respect to each Outstanding Trust Security shall be the Liquidation Amount thereof, together with accrued and unpaid Distributions thereon;

(ii) In the event the Tax Event Redemption occurs prior to (I) a successful remarketing of the Preferred Securities under the Remarketing Agreement or (II) the Stock Purchase Date, the "redemption amount" with respect to (I) each Common Security and each Preferred Security not held as part of a Normal Unit, shall be the Liquidation Amount thereof, together with accrued and unpaid Distributions thereon, and (II) each Preferred Security held as part of a Normal Unit, shall be the pro rata portion of the price of the Treasury Redemption Portfolio distributed by the Debenture Trustee to the Property Trustee on the Tax Redemption Date.

(b) The redemption amount payable in respect of each Common Security and each Preferred Security not held as part of a Normal Unit shall be payable in cash to the record Holder thereof. The redemption amount payable in respect of each Preferred Security held as part of a Normal Unit shall be payable in cash and distributed to the Collateral Agent on behalf of such Holder to be held as security for such Holder's obligations to the Depositor under the Purchase Contracts with respect to such Normal Unit.

(c) In the event of a Tax Event Redemption the Depositor shall irrevocably notify the Property Trustee of the Redemption Date not more than 60 nor less than 30 days prior to the Redemption Date, and shall cooperate with the Property Trustee in providing all required notices to the Holders hereunder. The Property Trustee shall provide a written notice (a "Tax Event Redemption Notice") by first-class mail to each record Holder not more than 60 nor less than 30 days prior to the Redemption Date. For purposes of the calculation of the date of redemption and the dates on which notices are given pursuant to this paragraph (c), a Tax Event Redemption Notice shall be deemed to be given on the day such notice is first mailed by first-class mail, postage prepaid, to each Holder. Each Tax Event Redemption Notice shall be addressed to each Holder of Trust Securities at the address of such Holder appearing in the books and records of the

14

Trust. Each Tax Event Redemption Notice shall state: (A) the Redemption Date; (B) the aggregate Liquidation Amount and any unpaid Distributions (including any Additional Sums) on the Trust Securities to be redeemed; (C) that on the Redemption Date the Trust Securities shall be redeemed for the redemption amount and that Distributions on the Trust Securities so redeemed will cease to accumulate on and after said date; and (D) the place or places where each Trust Certificate to be redeemed is to be surrendered for redemption. No defect in the Redemption Notice or in the mailing thereof with respect to any Trust Security shall affect the validity of the redemption proceedings for any other Trust Security.

(d) Nothing in this Section 4.4 shall limit the requirement of the Trust to withhold taxes pursuant to the terms of the Trust Securities, as set forth in this Agreement or under applicable law or otherwise require the Property Trustee or the Trust to pay any amounts on account of such withholdings.

SECTION 4.5. Subordination of Common Securities. Payment of Distributions (including Additional Amounts, if applicable) on the Trust Securities shall be made pro rata based on the Liquidation Amount of the Trust Securities; provided, however, that if on any Distribution Date an Event of Default shall have occurred and be continuing, no payment of any Distribution (including Additional Amounts, if applicable) on any Common Security, and no other payment on account of the redemption, liquidation or other acquisition of Common Securities, shall be made unless payment in full in cash of all accumulated and unpaid Distributions (including Additional Amounts, if applicable) on all Outstanding Preferred Securities for all Distribution periods terminating on or prior thereto shall have been made or provided for, and all funds immediately available to the Property Trustee shall first be applied to the payment in full in cash of all Distributions (including Additional Amounts, if applicable) on Preferred Securities then due and payable.

SECTION 4.6. Payment Procedures. Payments in respect of the Preferred Securities shall be made by check mailed to the address of the Person entitled thereto as such address shall appear on the Securities Register or, if the Preferred Securities are held by a Clearing Agency, such Distributions shall be made to the Clearing Agency in immediately available funds, in accordance with the Certificate Depository Agreement on the applicable Distribution Dates. Payments in respect of the Common Securities shall be made in such manner as shall be mutually agreed between the Property Trustee and the Holder of the Common Securities.

SECTION 4.7. Tax Returns and Reports. The Administrative Trustees shall prepare (or cause to be prepared), at the Depositor's expense, and file (or cause to be filed) all United States federal, state and local tax and information returns and reports required to be filed by or in respect of the Trust. In this regard, the Administrative Trustees shall (a) prepare and file (or cause to be prepared or filed) Form 1041 or the appropriate Internal Revenue Service form required to be filed in respect of the Trust in each taxable year of the Trust and (b) prepare and furnish (or cause to be prepared and furnished) to each Security holder a Form 1099 or the appropriate Internal Revenue Service form required to be furnished to such Securityholder or the information required to be provided on such form. The Administrative Trustees shall provide (or cause to be provided) the Depositor and the Property Trustee with a copy of all such returns, reports and schedules promptly after such filing or furnishing. The Administrative Trustees shall comply with United States federal withholding and backup withholding tax laws and information reporting requirements with respect to any payments to Securityholders under the Trust Securities.

SECTION 4.8. Payment of Taxes, Duties, Etc. of the Trust. Upon receipt under the Debentures of Additional Sums, the Property Trustee, upon receipt of written notice from the Depositor or the Administrative Trustees, shall promptly pay from such Additional Sums any taxes, duties or governmental charges of whatever nature (other than withholding taxes), as indicated in such notice, imposed on the Trust by the United States or any other taxing authority.

15

SECTION 4.9. Payments under Indenture. Any amount payable hereunder to any Holder of Preferred Securities (and any Owner with respect thereto) shall be reduced by the amount of any corresponding payment such Holder (or Owner) has directly received pursuant to Article V of the Indenture in accordance with the terms of Section 6.8 hereof.

TRUST SECURITIES CERTIFICATES

SECTION 5.1. Initial Ownership. Upon the formation of the Trust and until the issuance of the Trust Securities, and at any time during which no Trust Securities are Outstanding, the Depositor shall be the sole beneficial owner of the Trust.

SECTION 5.2. The Trust Securities Certificates. The Preferred Securities Certificates shall be issued in minimum authorized denominations of \$50 Liquidation Amount and integral multiples of \$50 in excess thereof, and the Common Securities Certificates shall be issued in denominations of \$50 Liquidation Amount and integral multiples thereof. The consideration received by the Trust for the issuance of the Trust Securities shall constitute a contribution to the capital of the Trust and shall not constitute a loan to the Trust. Initially the Preferred Securities will be represented by one certificate registered in the name of BNY Western Trust Company, as Purchase Contract Agent and one zero balance certificate registered in the Securities Register in the name of a Clearing Agency or a nominee thereof, in global form (the "Global Certificate"). The Trust Securities Certificates shall be executed on behalf of the Trust by manual or facsimile signature of at least one Administrative Trustee and the Preferred Securities Certificates shall be authenticated by the Property Trustee. Trust Securities Certificates bearing the manual or facsimile signatures of individuals who were, at the time when such signatures shall have been affixed, authorized to sign on behalf of the Trust, shall be validly issued and entitled to the benefit of this Declaration of Trust, notwithstanding that such individuals or any of them shall have ceased to be so authorized prior to the delivery of such Trust Securities Certificates or did not hold such offices at the date of delivery of such Trust Securities Certificates. A transferee of a Trust Securities Certificate shall become a Securityholder, and shall be entitled to the rights and subject to the obligations of a Securityholder hereunder, upon due registration of such Trust Securities Certificate in such transferee's name pursuant to Section 5.4.

SECTION 5.3. Delivery of Trust Securities Certificates. On the Closing Date, the Administrative Trustees shall cause Trust Securities Certificates, in an aggregate Liquidation Amount as provided in Sections 2.4 and 2.5, to be executed (which execution may be manual or by facsimile) on behalf of the Trust and delivered to or upon the written order of the Depositor, signed by its Chairman of the Board, any Vice Chairman, its President, or any Vice President, Treasurer or Assistant Treasurer or Controller without further corporate action by the Depositor, in authorized denominations.

A Common Securities Certificate shall not be valid until executed by at least one Administrative Trustee. A Preferred Securities Certificate 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 Preferred Securities Certificate has been authenticated under this Declaration of Trust. Upon a written order of the Trust signed by one Administrative Trustee, the Property Trustee shall authenticate the Preferred Securities Certificates for original issue.

The Property Trustee may appoint an authenticating agent acceptable to the Administrative Trustees to authenticate Preferred Securities Certificates. An authenticating agent may authenticate Preferred Securities Certificates whenever the Property Trustee may do so. Each reference in this Declaration of Trust 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 Depositor or an Affiliate with respect to the authentication of Preferred Securities.

16

SECTION 5.4. Registration of Transfer and Exchange of Preferred Securities. The Administrative Trustees shall appoint a securities registrar (the "Securities Registrar"). The Securities Registrar shall keep or cause to be kept, at the office or agency maintained pursuant to Section 5.8, a securities register (the "Securities Register") in which, subject to such reasonable regulations as it may prescribe, the Securities Registrar shall provide for the registration of Preferred Securities Certificates and Common Securities Certificates (subject to Section 5.10 in the case of the Common Securities Certificates) and registration of transfers and exchanges of Preferred Securities Certificates as herein provided. The Property Trustee shall be the initial Securities Registrar.

Upon surrender for registration of transfer of any Preferred Security at an office or agency of the Depositor designated pursuant to Section 5.8 for such purpose, the Depositor shall execute, and the Property Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Preferred Securities of any authorized denominations and of a like aggregate principal amount.

At the option of the Holder, and subject to the other provisions of this Section 5.4, Preferred Securities may be exchanged for other Preferred Securities of any authorized denomination and of a like Liquidation Amount, upon surrender of the Preferred Securities to be exchanged at any such office or agency. Whenever any Preferred Securities are so surrendered for exchange, the Depositor shall execute, and the Property Trustee shall authenticate and deliver, the Preferred Securities which the Holder making the exchange is entitled to receive.

All Preferred Securities issued upon any registration of transfer or exchange of Preferred Securities shall be the valid obligations of the Trust, evidencing the same rights, and entitled to the same benefits under this Declaration of Trust, as the Securities surrendered upon such registration of transfer or exchange.

Every Preferred Security presented or surrendered for registration of transfer or for exchange shall (if so requested by the Securities Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Securities Registrar duly executed, by the Holder thereof or such Holder's attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Preferred Securities Certificates, but the Securities Registrar may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Preferred Securities Certificates.

SECTION 5.5. Mutilated, Destroyed, Lost or Stolen Trust Securities Certificates. If (a) any mutilated Trust Securities Certificate shall be surrendered to the Securities Registrar, or if the Securities Registrar shall receive evidence to its satisfaction of the destruction, loss or theft of any Trust Securities Certificate and (b) there shall be delivered to the Securities Registrar and the Administrative Trustees such security or indemnity as may be required by them to save each of them harmless, then in the absence of notice that such Trust Securities Certificate shall have been acquired by a protected purchaser, the Administrative Trustees, or any one of them, on behalf of the Trust shall execute and make available for authentication, where applicable, and delivery, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Trust Securities Certificate, a new Trust Securities Certificate of like denomination. In connection with the issuance of any new Trust Securities Certificate under this Section, the Securities Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith. Any duplicative Trust Securities Certificate issued pursuant to this Section shall constitute conclusive evidence of an undivided beneficial interest in the assets of the Trust, as if originally issued, whether or not the lost, stolen or destroyed Trust Securities Certificate shall be found at any time.

17

SECTION 5.6. Persons Deemed Securityholders. The Property Trustee and the Securities Registrar shall treat the Person in whose name any Trust Securities Certificate shall be registered in the Securities Register as the owner of such Trust Securities Certificate for the purpose of receiving Distributions and for all other purposes whatsoever, and neither the Property Trustee nor the Securities Registrar shall be bound by any notice to the contrary.

SECTION 5.7. Access to List of Securityholders' Names and Addresses. The Administrative Trustees or the Depositor shall furnish or cause to be furnished (unless the Property Trustee is acting as Securities Registrar with respect to the Trust Securities under the Declaration of Trust) a list, in such form as the Property Trustee may reasonably require, of the names and addresses of the Securityholders as of the most recent record date (a) to the Property Trustee, quarterly at least 5 Business Days before each Distribution Date, and (b) to the Property Trustee, as promptly as practicable after receipt by the Depositor of a request therefor from the Property Trustee in order to enable the Property Trustee to discharge its obligations under this Declaration of Trust, in each case to the extent such information is in the possession or control of the Administrative Trustees or the Depositor and is not identical to a previously supplied list or has not otherwise been received by the Property Trustee in its capacity as Securities Registrar. The rights of Securityholders to communicate with other Securityholders with respect to their rights under this Declaration of Trust or under the Trust Securities, and the corresponding rights of the Trustee shall be as provided in the Trust Indenture Act, except to the extent Section 3819 of the Delaware Business Trust Act would require greater access to such information, in which case the latter shall apply. Each Holder, by receiving and holding a Trust Securities Certificate, and each Owner shall be deemed to have agreed not to hold the Depositor, the Property Trustee or the Administrative Trustees accountable by reason of the disclosure of its name and address, regardless of the source from which such information was derived.

SECTION 5.8. Maintenance of Office or Agency. The Securities Registrar shall maintain in The City of New York an office or offices or agency or agencies where Preferred Securities Certificates may be surrendered for registration of transfer, exchange or conversion and where notices and demands to or upon the Trustees in respect of the Trust Securities Certificates may be served. The Securities Registrar initially designates BNY Western Trust Company, c/o The Bank of New York, Corporate Trust Window, 15 Broad Street, New York, New York 10007, as its principal corporate trust office for such purposes. The Securities Registrar shall give prompt written notice to the Depositor and to the Securityholders of any change in the location of the Securities Register or any such office or agency.

SECTION 5.9. Appointment of Paying Agent. In the event that the Preferred Securities are not in book-entry form only, the Trust shall maintain in the Borough of Manhattan, The City of New York, an office or agency (the "Paying Agent") where the Preferred Securities may be presented for payment. The Paying Agent shall make Distributions to Securityholders from the Payment Account and shall report the amounts of such Distributions to the Property Trustee and the Administrative Trustees. Any Paying Agent shall have the revocable power to withdraw funds from the Payment Account for the purpose of making the Distributions referred to above. The Administrative Trustees may revoke such power and remove the Paying Agent if such Trustees determine in their sole discretion that the Paying Agent shall have failed to perform its obligations under this Declaration of Trust in any material respect. The Paying Agent shall initially be the Property Trustee, and any co-paying agent chosen by the Property Trustee and acceptable to the Administrative Trustees and the Depositor in their sole discretion. Any Person acting as Paying Agent shall be permitted to resign as Paying Agent upon 30 days' written notice to the Property Trustee and the Depositor. In the event that the Property Trustee shall no longer be the Paying Agent or a successor Paying Agent shall resign or its authority to act be revoked, the Administrative Trustees shall appoint a successor that is reasonably acceptable to the Property Trustee and the Depositor to act as Paying Agent (which shall be a bank or trust company). Each successor Paying Agent or any additional Paying Agent shall agree with the Trustees that, as Paying Agent, such successor Paying Agent or additional Paying Agent will hold all sums, if

18

any, held by it for payment to the Securityholders in trust for the benefit of the Securityholders entitled thereto until such sums shall be paid to each Securityholder. The Paying Agent shall return all unclaimed funds to the Property Trustee and upon removal of a Paying Agent such Paying Agent shall also return all funds in its possession to the Property Trustee. The provisions of Sections 8.1, 8.3 and 8.6 shall apply to the Property Trustee also in its role as Paying Agent, for so long as the Property Trustee shall act as Paying Agent and, to the extent applicable, to any other paying agent appointed hereunder. Any reference in this Agreement to the Paying Agent shall include any co-paying agent unless the context requires otherwise.

SECTION 5.10. Ownership of Common Securities by Depositor. On the Closing Date, the Depositor shall acquire and retain beneficial and record ownership of the Common Securities. To the fullest extent permitted by law, and except as provided in the following sentence, any attempted transfer of the Common Securities shall be void. Subject to this Article 5, the Depositor and any Related Party may only transfer Common Securities to the Depositor or a Related Party of the Depositor; provided that, any such transfer is subject to the condition precedent that the transferor obtain the written opinion of nationally recognized independent counsel experienced in such matters that such transfer would not cause more than an insubstantial risk that:

- (i) the Trust would not be classified for United States federal income tax purposes as a grantor trust; and
- (ii) the Trust would be an Investment Company or the transferee would become an Investment Company.

The Administrative Trustees shall cause each Common Securities Certificate issued to the Depositor to contain a legend stating "THIS CERTIFICATE IS NOT TRANSFERABLE EXCEPT AS SPECIFICALLY PERMITTED UNDER THE AMENDED AND RESTATED DECLARATION OF TRUST OF BOISE CASCADE TRUST I."

SECTION 5.11. Global Securities; Non-Global Securities; Common Securities Certificate.

(a) Each Global Certificate authenticated under this Declaration of Trust in addition to being issued in the form of one or more definitive, fully registered Preferred Securities Certificates registered initially in the books and records of the Trust in the name of BNY Western Trust Company, as Purchase Contract Agent, may, at the option of the Depositor, be registered in the name of the Clearing Agency designated by the Depositor for such Global Certificate or a nominee thereof and delivered to such Clearing Agency or a nominee thereof or custodian therefor, and each such Global Certificate shall constitute a Preferred Security for all purposes of this Declaration of Trust.

(b) If a Global Certificate is to be exchanged for Certificated Preferred Securities or cancelled in whole, it shall be surrendered by or on behalf of the Clearing Agency, its nominee or custodian to the Property Trustee, as Securities Registrar, for exchange or cancellation as provided in this Article 5. If any Global Certificate is to be exchanged for Certificated Preferred Securities or cancelled in part, or if another Preferred Security is to be exchanged in whole or in part for a beneficial interest in any Global Certificate, in each case, as provided in Section 5.4, then either (i) such Global Certificate shall be so surrendered for exchange or cancellation as provided in this Article 5 or (ii) the Liquidation Amount thereof shall be reduced or increased by an amount equal to the portion thereof to be so exchanged or cancelled, or equal to the principal amount of such Certificated Preferred Security to be so exchanged for a beneficial interest therein, as the case may be, by means of an appropriate adjustment made on the records of the Property Trustee, as Securities Registrar, whereupon the Property Trustee, in accordance with the Applicable Procedures, shall instruct the Clearing Agency or its authorized representative to make a corresponding adjustment to its records. Upon any such surrender or adjustment of a Global

Certificate, the Property Trustee shall, subject to Section 5.4 and as otherwise provided in this Article 5, authenticate and deliver any Preferred Securities issuable in exchange for such Global Certificate (or any portion thereof) to or upon the order of, and registered in such names as may be directed by, the Clearing Agency or its authorized representative.

Upon the request of the Property Trustee in connection with the occurrence of any of the events specified in the preceding paragraph, the Depositor shall cause as promptly as practicable to be made available to the Property Trustee a reasonable supply of Preferred Securities that are not in the form of Global Certificates. The Property Trustee shall be entitled to conclusively rely upon any order, direction or request of the Clearing Agency or its authorized representative which is given or made pursuant to this Article 5 if such order, direction or request is given or made in accordance with the Applicable Procedures.

(c) Every Preferred Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Certificate or any portion thereof, whether pursuant to this Article 5 or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Certificate, unless such Preferred Security is registered in the name of a Person other than the Clearing Agency for such Global Certificate or a nominee thereof.

(d) The Clearing Agency or its nominee, as registered owner of a Global Certificate, shall be the holder of such Global Certificate for all purposes under the Declaration of Trust and the Preferred Securities, and owners of beneficial interests in a Global Certificate shall hold such interests pursuant to the Applicable Procedures. Accordingly, any such Owner's beneficial interest in a Global Certificate will be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Clearing Agency or its nominee or its participants and such owners of beneficial interests in a Global Certificate will not be considered the owners or holders of such Global Certificate for any purpose of this Declaration of Trust or the Preferred Securities.

(e) A single Common Securities Certificate representing the Common Securities shall be registered in the name of and issued to the Depositor in the form of a definitive Common Securities Certificate.

SECTION 5.12. Notices to Clearing Agency. To the extent that a notice or other communication to the Owners is required under this Declaration of Trust, unless and until Definitive Preferred Securities Certificates shall have been issued to Owners pursuant to Section 5.13, the Administrative Trustees and the Property Trustee shall give all such notices and communications specified herein to be given to Owners to the Clearing Agency, and shall have no obligations to provide notices directly to the Owners.

SECTION 5.13. Definitive Preferred Securities Certificates. Notwithstanding any other provision in this Declaration of Trust, no Global Certificate may be exchanged in whole or in part for Preferred Securities registered, and no transfer of a Global Certificate in whole or in part may be registered, in the name of any Person other than the Clearing Agency for such Global Certificate or a nominee thereof unless (i) such Clearing Agency (A) has notified the Depositor that it is unwilling or unable to continue as Clearing Agency for such Global Certificate or (B) has ceased to be a clearing agency registered as such under the Securities Exchange Act of 1934, as amended, and in either case the Trust and the Depositor thereupon fails to appoint a successor Clearing Agency, (ii) the Depositor, at its option, notifies the Property Trustee in writing that it elects to cause the issuance of the Preferred Securities in certificated form, or (iii) there shall have occurred and be continuing an Event of Default or any event which after notice or lapse of time or both would be an Event of Default. In all cases, Certificated Preferred Securities delivered in exchange for any Global Certificate or beneficial interests therein will be registered in the names, and issued in any authorized denominations, requested by or on behalf of the Clearing Agency (in accordance with its customary procedures).

SECTION 5.14. Rights of Securityholders. The legal title to the Trust Property is vested exclusively in the Property Trustee (in its capacity as such) in accordance with Section 2.9, and the Securityholders shall not have any right or title therein other than the undivided beneficial interest in the assets of the Trust conferred by their Trust Securities and they shall have no right to call for any partition or division of property, profits or rights of the Trust except as described below. The Trust Securities shall be personal property giving only the rights specifically set forth therein and in this Declaration of Trust. The Trust Securities shall have no preemptive or similar rights and, when issued and delivered to Securityholders against payment of the purchase price therefor, will be fully paid and nonassessable by the Trust. The Holders of the Trust Securities, in their capacities as such, 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. Except as expressly set forth in this Declaration of Trust, the Debentures, the Securities Guarantees and the terms of the Securities, the Depositor 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; or

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

SECTION 5.15. CUSIP Numbers. The Trust in issuing the Trust 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 Securityholders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Trust 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 Trust Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Depositor will promptly notify the Trustees of any change in the "CUSIP" numbers.

ARTICLE 6

ACT OF SECURITYHOLDERS; MEETINGS; VOTING

SECTION 6.1. Limitations on Voting Rights.

(a) Except as provided in this Section, in Sections 8.2 and 10.2 and in the Indenture and as otherwise required by law, no Holder of Preferred Securities shall have any right to vote or in any manner otherwise control the administration, operation and management of the Trust or the obligations of the parties hereto, nor shall anything herein set forth, or contained in the terms of the Trust Securities Certificates, be construed so as to constitute the Securityholders from time to time as partners or members of an association.

(b) Subject to Section 8.2 hereof and the requirements set forth in this paragraph, the Holders of a majority in Liquidation Amount of Preferred Securities, voting separately as a class may direct the time, method, and place of conducting any proceeding for any remedy available to the Property Trustee, or the exercise of any trust or power conferred upon the Property Trustee under the Declaration of Trust, including (i) directing the time, method and place of conducting any proceeding for any remedy available to the Debenture Trustee, or exercising any trust or power conferred on the Debenture Trustee with respect to the Debentures, (ii) waiving any past default and its consequences that is waivable under the Indenture, (iii) exercising any right to rescind or annul a declaration that the principal of all the Debentures shall be due and payable, or (iv) consenting to any amendment, modification or termination of the Indenture or the Debentures where such consent shall be required, provided, however, that, where a consent or action under the

Indenture specifically would require the consent or act of the Holders of greater than a majority of the holders in principal amount of Debentures affected thereby (a "Super Majority"), the Property Trustee may only give such consent or take such action at the written direction of the Holders of at least the proportion in Liquidation Amount of the Preferred Securities which the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding. The Property Trustee shall not revoke any action previously authorized or approved by a vote of the Holders of the Preferred Securities. Other than with respect to directing the time, method and place of conducting any remedy available to the Property Trustee or the Debenture Trustee as set forth above, the Property Trustee shall not take any action in accordance with the directions of the Holders of the Preferred Securities under this paragraph unless the Property Trustee has obtained an opinion of tax counsel to the effect that for the purposes of United States federal income tax the Trust will not be classified as other than a grantor trust on account of such action.

(c) Except as provided under this Section, Sections 8.2, 8.9 and 10.2 and as otherwise required by law and the Declaration of Trust, the Holders of the Common Securities will have no voting rights.

(d) Subject to Section 8.2 of the Declaration of Trust and only after any Event of Default with respect to the Preferred Securities has been cured, waived, or otherwise eliminated, the Property Trustee shall not (i) direct the time, method, and place of conducting any proceeding for any remedy available to the Debenture Trustee, or exercising any trust or power conferred on the Debenture Trustee with respect to the Debentures, (ii) waive any past default and its consequences that is waivable under the Indenture, or (iii) exercise any right to rescind or annul a declaration that the principal of all the Debentures shall be due and payable, without in each case, obtaining the prior approval of the Holders of a majority in Liquidation Amount of Common Securities, provided that, where a consent under the Indenture specifically would require the consent of the Holders of a Super Majority, the Property Trustee may only give such consent at the written direction of the Holders of at least the proportion in Liquidation Amount of the Common Securities which the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding. Pursuant to this Section 6.1(d), the Property Trustee shall not revoke any action previously authorized or approved by a vote of the Holders of the Preferred Securities. The Property Trustee shall not take any of the foregoing actions under this paragraph unless the Property Trustee has obtained an opinion of tax counsel to the effect that for the purposes of United States federal income tax the Trust will not be classified as other than a grantor trust on account of such action. If the Property Trustee fails to enforce its rights under the Declaration of Trust, any Holder of Common Securities may, to the fullest extent permitted by law, institute a legal proceeding directly against any Person to enforce the Property Trustee's rights under the Declaration of Trust, without first instituting a legal proceeding against the Property Trustee or any other Person.

Any approval or direction of the Holders of Common Securities may be given at a separate meeting of Holders of Common Securities convened for such purposes, 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 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, (ii) a description of any resolution proposed for adoption at such meeting on which such Holders are entitled to vote and (iii) instructions for the delivery of proxies.

(e) If any proposed amendment to the Declaration of Trust provides for, or the Trustees otherwise propose to effect, the dissolution, winding-up or termination of the Trust, other than pursuant to the terms of this Declaration of Trust, then the Holders of Outstanding Preferred Securities as a class will be entitled to vote on such amendment or proposal and such amendment

or proposal shall not be effective except with the approval of the Holders of a majority in aggregate Liquidation Amount of the Outstanding Preferred Securities.

SECTION 6.2. Notice of Meetings. Notice of all meetings of the Holders of the Preferred Securities, stating the time, place and purpose of the meeting, shall be given by the Property Trustee pursuant to Section 10.8 to each Preferred Securityholder of record, at its registered address, at least 7 days and not more than 60 days before the meeting. At any such meeting, any business properly before the meeting may be so considered whether or not stated in the notice of the meeting. Any adjourned meeting may be held as adjourned without further notice.

SECTION 6.3. Meetings of Preferred Securityholders. No annual meeting of Securityholders is required to be held. The Administrative Trustees, however, shall call a meeting of Securityholders to vote on any matter upon the written request of the Preferred Securityholders of record of 10% of the Preferred Securities (based upon their Liquidation Amount) and the Administrative Trustees or the Property Trustee may, at any time in their discretion, call a meeting of the Holders of Preferred Securities to vote on any matters as to which such Holders are entitled to vote.

Holders of record of 50% of the Preferred Securities (based upon their Liquidation Amount), present in person or by proxy, shall constitute a quorum at any meeting of Securityholders.

If a quorum is present at a meeting, an affirmative vote by the Holders of record of Preferred Securities present, in person or by proxy, holding more than a majority of the Preferred Securities (based upon their Liquidation Amount) held by Holders of record of Preferred Securities present, either in person or by proxy, at such meeting shall constitute the action of the Securityholders, unless this Declaration of Trust requires a greater number of affirmative votes.

SECTION 6.4. Voting Rights. Securityholders shall be entitled to one vote for each \$50 of Liquidation Amount represented by their Trust Securities in respect of any matter as to which such Securityholders are entitled to vote. Notwithstanding that holders of Preferred Securities are entitled to vote or consent under any of the circumstances described above, any of the Preferred Securities that are owned at such time by the Depositor, the Trustees or any affiliate of any Trustee shall, for purposes of such vote or consent, be treated as if such Preferred Securities were not outstanding.

SECTION 6.5. Proxies, Etc. At any meeting of Securityholders, any Securityholders entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Administrative Trustees, or with such other officer or agent of the Trust as the Administrative Trustees may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of the Property Trustee, proxies may be solicited in the name of the Property Trustee or one or more officers of the Property Trustee. Only Securityholders of record shall be entitled to vote. When Trust Securities are held jointly by several Persons, any one of them may vote at any meeting in person or represented by proxy in respect of such Trust Securities, but if more than one of them shall be present at such meeting in person or by proxy, and such joint owners or their proxies so present disagree as to any vote to be cast, such vote shall not be received in respect of such Trust Securities. A proxy purporting to be executed by or on behalf of a Securityholder shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger. No proxy shall be valid more than 11 months after its date of execution.

SECTION 6.6. Securityholder Action by Written Consent. Any action which may be taken by Securityholders at a meeting may be taken without a meeting if Securityholders holding more than a majority of all Outstanding Trust Securities (based upon their Liquidation Amount) entitled to vote in respect of such action (or such larger proportion thereof as shall be required by any express provision of this Declaration of Trust) shall consent to the action in writing.

SECTION 6.7. Record Date for Voting and Other Purposes. For the purposes of determining the Securityholders who are entitled to notice of and to vote at any meeting or by written consent, or to

participate in any Distribution on the Trust Securities in respect of which a record date is not otherwise provided for in this Declaration of Trust, or for the purpose of any other action, the Property Trustee may from time to time fix a date, not more than 60 days prior to the date of any meeting of Securityholders or the payment of Distributions or other action, as the case may be, as a record date for the determination of the identity of the Securityholders of record for such purposes.

SECTION 6.8. Acts of Securityholders. Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Declaration of Trust to be given, made or taken by Securityholders or Owners may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Securityholders or Owners in person or by an agent duly appointed in writing; and, except as otherwise expressly provided herein, such action shall become effective when such instrument or instruments are delivered to an Administrative Trustee. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Securityholders or Owners 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 Declaration of Trust and (subject to Section 8.1) conclusive in favor of the Trustees, if made in the manner provided in this Section.

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

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

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

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

If any dispute shall arise between the Securityholders and the Administrative Trustees or among such Securityholders or Trustees with respect to the authenticity, validity or binding nature of any request, demand, authorization, direction, consent, waiver or other Act of such Securityholder or Trustee under this Article 6, then the determination of such matter by the Property Trustee shall be conclusive with respect to such matter.

Upon the occurrence and continuation of an Event of Default, the holders of Preferred Securities shall rely on the enforcement by the Property Trustee of its rights as holder of the Debentures against the Depositor. If the Property Trustee fails to enforce its rights as holder of the Debentures after a request therefor and offer of indemnification satisfactory to the Property Trustee by a holder of Preferred Securities, such holder may, to the fullest extent permitted by law, proceed to enforce such rights directly against the Depositor. Notwithstanding the foregoing, if an Event of Default has occurred and is continuing and such event is attributable to the failure of the Depositor to pay interest

or principal on the Debentures on the date such interest or principal is otherwise payable, then a holder of Preferred Securities shall have the right to institute a proceeding directly against the Depositor, for enforcement of payment to such holder of the principal amount of or interest on Debentures having a principal amount equal to the aggregate Liquidation Amount of the Preferred Securities of such holder after the respective due date specified in the Debentures (a "Direct Action"). In connection with such Direct Action, the rights of the holders of Common Securities will be subordinate to the rights of such holder of Preferred Securities. In connection with any such Direct Action, the rights of the Depositor will be subrogated to the rights of any holder of the Preferred Securities to the extent of any payment made by the Depositor to such holder of Preferred Securities as a result of such Direct Action.

A Securityholder may institute a legal proceeding directly against the Depositor under the Guarantee to enforce its rights under the Guarantee without first instituting a legal proceeding against the Guarantee Trustee (as defined in the Guarantee), the Trust or any Person or entity.

SECTION 6.9. Inspection of Records. Upon reasonable notice to the Administrative Trustees and the Property Trustee, the records of the Trust shall be open to inspection by Securityholders during normal business hours for any purpose reasonably related to such Securityholder's interest as a Securityholder.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

SECTION 7.1. Representations and Warranties of the Property Trustee and the Delaware Trustee. The Property Trustee and the Delaware Trustee, each severally on behalf of and as to itself, hereby represents and warrants for the benefit of the Depositor and the Securityholders that (each such representation and warranty made by the Property Trustee and the Delaware Trustee being made only with respect to itself):

(a) the Property Trustee is a California banking corporation;

(b) the Delaware Trustee is a banking corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(c) each of the Property Trustee and the Delaware Trustee has full corporate power, authority and legal right to execute, deliver and perform its obligations under this Declaration of Trust and has taken all necessary action to authorize the execution, delivery and performance by it of this Declaration of Trust;

(d) this Declaration of Trust has been duly authorized, executed and delivered by the Property Trustee and constitutes the valid and legally binding agreement of the Property Trustee enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(e) this Declaration of Trust has been duly authorized, executed and delivered by the Delaware Trustee under Delaware law (excluding tax and securities laws) and constitutes the valid and legally binding agreement of the Delaware trustee enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

(f) the execution, delivery and performance by the Property Trustee of this Declaration of Trust have been duly authorized by all necessary corporate or other action on the part of the

25

Property Trustee and do not require any approval of stockholders of the Property Trustee and such execution, delivery and performance will not (i) violate the Property Trustee's charter or by-laws, (ii) violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any Lien on any properties included in the Trust Property pursuant to the provisions of, any indenture, mortgage, credit agreement, license or other agreement or instrument to which the Property Trustee is a party or by which it is bound, or (iii) to the Property Trustee's knowledge violate any law, governmental rule or regulation of the United States or the State of California as the case may be, governing the banking, corporate, or trust powers of the Property Trustee or the Delaware Trustee (as appropriate in context) or any order, judgment or decree applicable to the Property Trustee or the Delaware Trustee;

(g) the execution, delivery and performance by the Delaware Trustee of this Declaration of Trust have been duly authorized by all necessary corporate or other action on the part of the Delaware Trustee and do not require any approval of stockholders of the Delaware Trustee and such execution, delivery and performance will not (i) violate the Delaware Trustee's charter or by-laws, (ii) violate any provision of, or constitute, with or without notice or lapse of time, a default under, or result in the creation or imposition of any Lien on any properties included in the Trust Property pursuant to the provisions of, any indenture, mortgage, credit agreement, license or other agreement or instrument to which the Delaware Trustee is a party or by which it is bound, or (iii) to the Delaware Trustee's knowledge violate any law, governmental rule or regulation of the United States or the State of Delaware as the case may be;

(h) neither the authorization, execution or delivery by the Property Trustee of this Declaration of Trust nor the consummation of any of the transactions by the Property Trustee contemplated herein or therein to its knowledge requires the consent or approval of, the giving of notice to, the registration with or the taking of any other action with respect to, any governmental authority or agency under any existing federal law governing the banking, corporate or trust powers of the Property Trustee under the laws of the United States or the State of California (excluding any securities laws of any jurisdiction);

(i) neither the authorization, execution or delivery by the Delaware Trustee of this Declaration of Trust nor the consummation of any of the transactions by the Delaware Trustee contemplated herein or therein to its knowledge requires the consent or approval of, the giving of notice to, the registration with or the taking of any other action with respect to, any governmental authority or agency under any existing federal law governing the banking, corporate or trust powers of the Delaware Trustee under the laws of the United States or the State of Delaware (excluding any securities laws of any jurisdiction); and

(j) there are no proceedings pending or, to the best of each of the Property Trustee's and the Delaware Trustee's knowledge, threatened against or affecting the Property Trustee or the Delaware Trustee in any court or before any governmental authority, agency or arbitration board or tribunal which, individually or in the aggregate, would materially and adversely affect the Trust or would question the right, power and authority of the Property Trustee or the Delaware Trustee, as the case may be, to enter into or perform its obligations as one of the Trustees under this Declaration of Trust.

SECTION 7.2. Representations and Warranties of Depositor. The Depositor hereby represents and warrants for the benefit of the Securityholders that:

26

(a) the Trust Securities Certificates issued on the Closing Date on behalf of the Trust have been duly authorized and will have been duly and validly executed, issued and delivered by the Trustees pursuant to the terms and provisions of, and in accordance with the requirements of, this Declaration of Trust and the Securityholders will be, as of such date, entitled to the benefits of this Declaration of Trust; and

(b) there are no taxes, fees or other governmental charges payable by the Trust (or the Trustees on behalf of the Trust) under the laws of the state of Delaware or any political subdivision thereof in connection with the execution, delivery and performance by the Property Trustee or the Delaware Trustee, as the case may be, of this Declaration of Trust.

ARTICLE 8

THE TRUSTEES

SECTION 8.1. *Certain Duties and Responsibilities.*

(a) The duties and responsibilities of the Trustees shall be as provided by this Declaration of Trust and, in the case of the Property Trustee, by the Trust Indenture Act. The Property Trustee, before the occurrence of any Event of Default and after the curing or waiving of all Events of Default that may have occurred, shall undertake to perform only such duties and obligations as are specifically set forth in this Declaration of Trust and the Trust Indenture Act and no implied covenants shall be read into this Declaration of Trust against the Property Trustee. In case an Event of Default has occurred (that has not been cured or waived pursuant to Section 8.2) of which a responsible officer of the Property Trustee has actual knowledge, the Property Trustee shall exercise such rights and powers vested in it by this Declaration of Trust and the Trust Indenture Act, and use the same degree of care and skill in its exercise, as a prudent individual would exercise or use under the circumstances in the conduct of his or her own affairs. Notwithstanding the foregoing, no provision of this Declaration of Trust shall require the Trustees to expend or risk their own funds or otherwise incur any financial liability in the performance of any of their duties hereunder, or in the exercise of any of their rights or powers, if they shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Declaration of Trust relating to the conduct or affecting the liability of or affording protection to the Trustees shall be subject to the provisions of this Section. Nothing in this Declaration of Trust shall be construed to release the Administrative Trustees or the Delaware Trustee from liability for their own grossly negligent action, their own grossly negligent failure to act, or their own willful misconduct. To the extent that, at law or in equity, an Administrative Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust or to the Securityholders, such Administrative Trustee shall not be liable to the Trust or to any Securityholder for such Administrative Trustee's good faith reliance on the provisions of this Declaration of Trust or advice of counsel. The provisions of this Declaration of Trust, to the extent that they restrict the duties and liabilities of the Administrative Trustees otherwise existing at law or in equity, are agreed by the Depositor and the Securityholders to replace such other duties and liabilities of the Administrative Trustees.

(b) All payments made by the Property Trustee or a Paying Agent in respect of the Trust Securities shall be made only from the revenue and proceeds from the Trust Property and only to the extent that there shall be sufficient revenue or proceeds from the Trust Property to enable the Property Trustee or a Paying Agent to make payments in accordance with the terms hereof. Each Securityholder, by its acceptance of a Trust Security, agrees that it will look solely to the revenue and proceeds from the Trust Property to the extent legally available for distribution to it as herein provided and that the Trustees are not personally liable to it for any amount distributable in

27

respect of any Trust Security or for any other liability in respect of any Trust Security. This Section 8.1(b) does not limit the liability of the Trustees expressly set forth elsewhere in this Declaration of Trust or, in the case of the Property Trustee, in the Trust Indenture Act.

(c) No provision of this Declaration of Trust 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) the Property Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Property Trustee, unless it shall be proved that the Property Trustee was negligent in ascertaining the pertinent facts;

(ii) 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 a majority in Liquidation Amount of the Trust Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Property Trustee, or exercising any trust or power conferred upon the Property Trustee under this Declaration of Trust;

(iii) the Property Trustee's sole duty with respect to the custody, safekeeping and physical preservation of the Debentures and the Payment Account shall be to deal with such property as fiduciary assets, subject to the protections and limitations on liability afforded to the Property Trustee under this Declaration of Trust and the Trust Indenture Act;

(iv) 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 Depositor and money held by the Property Trustee need not be segregated from other funds held by it except in relation to the Payment Account maintained by the Property Trustee pursuant to Section 3.1 and except to the extent otherwise required by law; and

(v) neither the Property Trustee nor the Administrative Trustees shall be responsible for monitoring each other's compliance or the compliance of the Depositor with their respective duties under this Declaration of Trust, nor shall the Property Trustee or the Administrative Trustees be liable for each other's default or misconduct or that of the Depositor.

SECTION 8.2. *Notice of Defaults.*

(a) Within 90 days after the occurrence of any Event of Default actually known to the Property Trustee, the Property Trustee shall transmit, in the manner and to the extent provided in Section 10.8, notice of such Event of Default to the holders of Preferred Securities, the Administrative Trustees and the Depositor, unless such Event of Default shall have been cured or waived, 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 its board of directors, the executive committee, or a trust committee of directors and/or responsible officers of the Property Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Preferred Securities.

(b) [INTENTIONALLY OMITTED]

(c) The Holders of a majority in Liquidation Amount of Preferred Securities may, by vote, on behalf of the Holders of all of the Preferred Securities, waive any Event of Default in respect of the Preferred Securities and its consequences, provided that, if the underlying Debenture Event of Default:

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

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

The provisions of Section 6.1(b) and this Section 8.2(c) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration of Trust and the Preferred 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 Preferred Securities arising therefrom shall be deemed to have been cured, for every purpose of this Declaration of Trust, but no such waiver shall extend to any subsequent or other default or an Event of Default with respect to the Preferred Securities or impair any right consequent thereon. Any waiver by the Holders of the Preferred Securities of any Event of Default with respect to the Preferred 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 Declaration of Trust without any further act, vote, or consent of the Holders of the Common Securities.

(d) 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 Event of Default with respect to the Common Securities and its consequences, provided that, if the underlying Debenture Event of Default:

(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 the Declaration of Trust as provided below in this Section 8.2(d), the Event of Default under the Declaration of Trust 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 the Declaration of Trust as provided below in this Section 8.2(d), the Event of Default under the Declaration of Trust may only be waived by the vote of the Holders of the same proportion in Liquidation Amount of the Common Securities that the relevant Super Majority represents of the aggregate principal amount of the Debentures outstanding;

provided further, that 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 until all Events of Default with respect to the Preferred 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 Preferred Securities and only the Holders of the Preferred Securities will have the right to direct the Property Trustee in accordance with the terms of the Securities. The provisions of Section 6.1(b) and this Section 8.2(d) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration of Trust and the Preferred Securities, as permitted by the Trust Indenture Act. Subject to the foregoing provisions of this Section 8.2(d), 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 Declaration of Trust, 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.

(e) A waiver of a Debenture Event of Default under the Indenture by the Property Trustee at the direction of the Holders of the Preferred Securities constitutes a waiver of the

corresponding Event of Default under this Declaration of Trust. The foregoing provisions of this Section 8.2(e) shall be in lieu of Section 316(a)(1)(B) of the Trust Indenture Act and such Section 316(a)(1)(B) of the Trust Indenture Act is hereby expressly excluded from this Declaration of Trust and the Preferred Securities, as permitted by the Trust Indenture Act.

(f) The Holders of a majority in Liquidation Amount of Preferred Securities will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Property Trustee or to direct the exercise of any trust or power conferred upon the Property Trustee, including the right to direct the Property Trustee to exercise the remedies available to it as holder of the Debentures; provided, however, that the Property Trustee shall have the right to decline to follow any such direction if the Property Trustee shall determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction or if the Property Trustee, being advised by counsel, determines that the action or proceeding so directed may not lawfully be taken or if the Property 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 Property Trustee in personal liability. If the Property Trustee fails to enforce its rights under the Debentures after the Holders of a majority in Liquidation Amount of the Preferred Securities have so directed the Property Trustee, a holder of record of such Preferred Securities may, to the fullest extent permitted by law, institute a legal proceeding against the Depositor to enforce the Property Trustee's rights under the Debentures without first instituting any legal proceeding against the Property Trustee or any other Person.

SECTION 8.3. Certain Rights of Property Trustee. Subject to the provisions of Section 8.1:

(a) the Property Trustee may conclusively rely and shall be protected in acting or refraining from acting in good faith upon any resolution, Opinion of Counsel, certificate, written representation of a Holder or transferee, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond, debenture, note, other evidence of indebtedness or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) if no Event of Default has occurred and is continuing and, (i) in performing its duties under this Declaration of Trust the Property Trustee is required to decide between alternative courses of action or (ii) in construing any of the provisions in this Declaration of Trust the Property Trustee finds the same ambiguous or inconsistent with any other provisions contained herein or (iii) the Property Trustee is unsure of the application of any provision of this Declaration of Trust, then, except as to any matter as to which the Holders of Preferred Securities are entitled to vote under the terms of this Declaration of Trust, the Property Trustee shall deliver a notice to the Depositor requesting written instructions of the Depositor as to the course of action to be taken and the Property Trustee shall take such action, or refrain from taking such action, as the Property Trustee shall be instructed in writing to take, or to refrain from taking, by the Depositor; provided, however, that if the Property Trustee does not receive such instructions of the Depositor within ten Business

Days after it has delivered such notice, or such reasonably shorter period of time set forth in such notice (which to the extent practicable shall not be less than two Business Days), it may, but shall be under no duty to, take or refrain from taking such action not inconsistent with this Declaration of Trust as it shall deem advisable and in the best interests of the Securityholders, in which event the Property Trustee shall have no liability except for its own bad faith, negligence or willful misconduct;

(c) any direction or act of the Depositor or the Administrative Trustees contemplated by this Declaration of Trust shall be sufficiently evidenced by an Officers' Certificate;

30

(d) whenever in the administration of this Declaration of Trust, the Property Trustee shall deem it desirable that a matter be established before undertaking, 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 rely upon an Officers' Certificate and an Opinion of Counsel which, upon receipt of such request, shall be promptly delivered by the Depositor or the Administrative Trustees;

(e) the Property Trustee shall have no duty to accomplish 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 reregistration thereof;

(f) the Property Trustee may consult with counsel of its selection (which counsel may be counsel to the Depositor or any of its Affiliates, and may include any of its employees) 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 and in accordance with such advice; and the Property Trustee shall have the right at any time, upon prior notice to the Depositor, to seek instructions concerning the administration of this Declaration of Trust from any court of competent jurisdiction;

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

(h) the Property Trustee shall not be bound to make any investigation into the facts or matters stated in any resolutions, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond, debenture, note or other evidence of indebtedness or other paper or document, unless requested in writing to do so by Holders of record of 25% or more of the Preferred Securities (based upon their Liquidation Amount), but the Property Trustee may make such further inquiry or investigation into such facts or matters as it may see fit;

(i) the Property Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys or an Affiliate, provided that the Property Trustee shall be responsible for its own negligence, recklessness or bad faith with respect to selection of any agent or attorney appointed by it hereunder;

(j) whenever in the administration of this Declaration of Trust 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 Trust Securities, which instructions may only be given by the Holders of the same proportion in Liquidation Amount of the Trust Securities as would be entitled to direct the Property Trustee under the terms of the Trust 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 acting in accordance with such instructions;

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

(l) the Property Trustee shall not be deemed to have notice of any default or Event of Default unless a responsible officer of the Property Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Property Trustee at the Corporate Trust Office of the Property Trustee, and such notice references the Trust Securities and this Declaration of Trust; and

31

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

No provision of this Declaration of Trust 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 8.4. Not Responsible for Recitals or Issuance of Securities. The recitals contained herein, in the Prospectus Supplement of the Depositor and the Trust dated November 29, 2001, and in the Trust Securities Certificates shall not be taken as the statements of the Trustees, and the Trustees do not assume any responsibility for their correctness. The Trustees shall not be accountable for the use or application by the Depositor of the proceeds of the Debentures.

SECTION 8.5. May Hold Securities. Except as provided in the definition of the term "Outstanding" in Article 1, any Trustee or any other agent of any Trustee or the Trust, in its individual or any other capacity, may become the owner or pledgee of Trust Securities and, subject to Sections 8.8 and 8.12, may otherwise deal with the Trust with the same rights it would have if it were not a Trustee or such other agent.

SECTION 8.6. Compensation; Indemnity; Fees. The Depositor agrees:

(a) to pay the Trustees from time to time such compensation for all services rendered by them hereunder as the parties shall agree from time to time (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

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

(c) to the fullest extent permitted by applicable law, to indemnify and hold harmless (i) each Trustee, (ii) any Affiliate of any Trustee, (iii) any officer, director, shareholder, employee, representative or agent of any Trustee, and (iv) any employee or agent of the Trust or its Affiliates (referred to herein as an "Indemnified Person") from and against any loss, damage, liability, tax, penalty, expense or claim of any kind or nature whatsoever incurred by such Indemnified Person by reason of the creation, operation or termination of the Trust or 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 authority conferred on such Indemnified Person by this Declaration of Trust, except that no Indemnified Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Indemnified Person by reason of gross negligence (or, in the case of the Property Trustee, ordinary negligence), willful misconduct or bad faith with respect to such acts or omissions;

32

(d) no Trustee may claim any Lien or charge on any Trust Property as a result of any amount due pursuant to this Section 8.6; and

(e) the provisions of this Section 8.6 shall survive the termination of this Declaration of Trust.

SECTION 8.7. Property Trustee Required; Eligibility of Trustees.

(a) There shall at all times be a Property Trustee hereunder with respect to the Trust Securities. The Property Trustee shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least \$50,000,000. If any such Person publishes reports of condition at least annually, pursuant to law or to the requirements of its supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such person shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Property Trustee with respect to the Trust Securities 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.

(b) There shall at all times be one or more Administrative Trustees hereunder with respect to the Trust Securities. Each Administrative 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 persons authorized to bind that entity.

(c) There shall at all times be a Delaware Trustee with respect to the Trust Securities. The Delaware Trustee shall be either (i) a natural person who is at least 21 years of age and a resident of the State of Delaware or (ii) a legal entity with its principal place of business in the State of Delaware and that otherwise meets the requirements of applicable Delaware law that shall act through one or more persons authorized to bind such entity.

SECTION 8.8. Conflicting Interests. If the Property Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Property Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Declaration of Trust. The Property Trustee's services as Trustee under the Guarantee and as Debenture Trustee shall not be deemed to constitute a conflicting interest.

SECTION 8.9. Resignation and Removal; Appointment of Successor.

(a) Subject to Sections 8.9(b) and 8.9(c), any Trustee (the "Relevant Trustee") may be appointed or removed without cause at any time:

(i) until the issuance of any Trust Securities, by written instrument executed by the Depositor; and

(ii) after the issuance of any Trust Securities, by vote of the Holders of a majority in Liquidation Amount of the Common Securities voting as a class.

(b) The Trustee that acts as Property Trustee shall not be removed in accordance with Section 8.9(a) until a successor possessing the qualifications to act as a Property Trustee under Section 8.7 (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 Depositor and the removed Property Trustee.

(c) The Trustee that acts as Delaware Trustee shall not be removed in accordance with Section 8.9(a) until a successor possessing the qualifications to act as Delaware Trustee under Section 8.7 (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 Depositor and the removed Delaware Trustee.

33

(d) A Trustee appointed to office shall hold office until his, her or its successor shall have been appointed or until his, her or its death, removal, resignation, dissolution or liquidation. 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 Depositor 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 of the Trustee that acts as the Property Trustee shall be effective:

(1) 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 Depositor and the resigning Property Trustee; or

(2) 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 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 Depositor and the

(e) The Holders of the Common Securities shall use their best efforts promptly to appoint a Successor Property Trustee or Successor Delaware Trustee, as the case may be, if the Property Trustee or the Delaware Trustee delivers an instrument of resignation in accordance with Section 8.9(d).

(f) If no Successor Property Trustee or Successor Delaware Trustee shall have been appointed and accepted appointment as provided in this Section 8.9 within 60 days after delivery pursuant to this Section 8.9 of an instrument of resignation or removal, the Property Trustee or Delaware Trustee resigning or being removed, as applicable, may petition, at the expense of the Depositor, 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, appoint a Successor Property Trustee or Successor Delaware Trustee, as the case may be.

(g) 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.

(h) The Property Trustee shall give notice of each resignation and each removal of a Trustee and each appointment of a successor Trustee to all Securityholders in the manner provided in Section 10.8 and shall give notice to the Depositor. Each notice shall include the name of the successor Relevant Trustee and the address of its Corporate Trust Office if it is the Property Trustee.

(i) Notwithstanding the foregoing or any other provision of this Declaration of Trust, in the event any Administrative Trustee or a Delaware Trustee who is a natural person dies or becomes, in the opinion of the Depositor, incompetent or incapacitated, the vacancy created by such death, incompetence or incapacity may be filled by (a) the unanimous act of the remaining Administrative Trustees if there are at least two of them or (b) otherwise by the Depositor (with the successor in each case being a Person who satisfies the eligibility requirement for Administrative Trustees or the Delaware Trustee, as the case may be, set forth in Section 8.7).

(j) The indemnity provided to a Trustee under Section 8.6 shall survive any Trustee's resignation or removal.

SECTION 8.10. Acceptance of Appointment by Successor. In case of the appointment hereunder of a successor Trustee, such successor Trustee so appointed shall execute, acknowledge and deliver to the Trust 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 Depositor 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 if the Property Trustee is the resigning Trustee shall duly assign, transfer and deliver to the successor Trustee all property and money held by such retiring Property Trustee hereunder.

In case of the appointment hereunder of a successor Relevant Trustee, the retiring Relevant Trustee and each successor Relevant Trustee shall execute and deliver an amendment hereto wherein each successor Relevant Trustee shall accept such appointment and which shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Relevant Trustee all the rights, powers, trusts and duties of the retiring Relevant Trustee and upon the execution and delivery of such amendment the resignation or removal of the retiring Relevant Trustee shall become effective to the extent provided therein and each such successor Relevant Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Relevant Trustee; but, on request of the Trust or any successor Relevant Trustee, such retiring Relevant Trustee shall duly assign, transfer and deliver to such successor Relevant Trustee all Trust Property, all proceeds thereof and money held by such retiring Relevant Trustee hereunder.

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

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

SECTION 8.11. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Property Trustee, the Delaware Trustee or any Administrative Trustee that is not 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 Relevant Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of such Relevant Trustee, shall be the successor of such Relevant 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.

SECTION 8.12. Preferential Collection of Claims Against Depositor or Trust. If and when the Property Trustee shall be or become a creditor of the Depositor or the Trust (or any other obligor upon the Debentures or the Trust Securities), the Property Trustee shall be subject to and shall take all actions necessary in order to comply with the provisions of the Trust Indenture Act regarding the collection of claims against the Depositor or Trust (or any such other obligor).

SECTION 8.13. Reports by Property Trustee.

(a) The Property Trustee shall transmit to Securityholders such reports concerning the Property Trustee and its actions under this Declaration of Trust as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto. If required by Section 313(a) of the Trust Indenture Act, the Property Trustee shall, within sixty days after each October 15 following the date of this Declaration of Trust, deliver to Securityholders a brief report, dated as of such October 15, which complies with the provisions of such Section 313(a).

(b) A copy of each such report shall, at the time of such transmission to Securityholders, be filed by the Property Trustee with each stock exchange, if any, upon which the Trust Securities are listed, with the Commission and with the Depositor. The Depositor will promptly notify the Property Trustee when the Trust Securities are listed on any stock exchange and of any delisting thereof.

SECTION 8.14. Reports to the Property Trustee. The Depositor and the Administrative Trustees on behalf of the Trust shall provide to the Property 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(a) of the Trust Indenture Act in the form, in the manner and at the times required by Section 314 of the Trust Indenture Act.

SECTION 8.15. Evidence of Compliance with Conditions Precedent. Each of the Depositor and the Administrative Trustees on behalf of the Trust shall provide to the Property Trustee such evidence of compliance with any conditions precedent, if any, provided for in this Declaration of Trust 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) of the Trust Indenture Act shall be given in the form of an Officers' Certificate.

SECTION 8.16. Number of Trustees.

(a) The number of Trustees shall be four, provided that the Holder of all of the Common Securities by written instrument may increase or decrease the number of Administrative Trustees. The Property Trustee and the Delaware Trustee may be the same Person.

(b) If a Trustee ceases to hold office for any reason and the number of Administrative Trustees is not reduced pursuant to Section 8.16(a), or if the number of Trustees is increased pursuant to Section 8.16(a), a vacancy shall occur.

(c) The death, resignation, retirement, removal, bankruptcy, 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 8.9, the Administrative Trustees in office, regardless of their number (and notwithstanding any other provision of this Agreement), shall have all the powers granted to the Administrative Trustees and shall discharge all the duties imposed upon the Administrative Trustees by this Declaration of Trust.

SECTION 8.17. 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 2.7(a), including any registration statement or amendment thereof filed with the Commission, or making any other governmental filing.

(b) The Administrative Trustees shall have power to delegate from time to time to such of their number or to the Depositor 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 8.18. Appointment of Administrative Trustees.

(a) The Administrative Trustees shall initially be Irving Littman, an individual, and John W. Holleran, an individual, and their successors shall be appointed by the Holders of a majority in Liquidation Amount of the Common Securities, and they may resign or be removed by the Holders of a majority in Liquidation Amount of the Common Securities at any time. Upon any

resignation or removal, the Depositor shall appoint a successor Administrative Trustee. If at any time there is no Administrative Trustee, the Property Trustee or any Holder who has been a Holder of Trust Securities for at least six months may petition any court of competent jurisdiction for the appointment of one or more Administrative Trustees.

(b) 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 this Section 8.18, the Administrative Trustees in office, regardless of their number (and notwithstanding any other provision of this Agreement), shall have all the powers granted to the Administrative Trustees and shall discharge all the duties imposed upon the Administrative Trustees by this Declaration of Trust.

(c) Notwithstanding the foregoing or any other provision of this Declaration of Trust, if any Administrative Trustee who is a natural person dies or becomes, in the opinion of the Holders of a majority in Liquidation Amount of the Common Securities, incompetent or incapacitated, the vacancy created by such death, incompetence or incapacity may be filled by the unanimous act of the remaining Administrative Trustees, if there were at least two of them prior to such vacancy, and by the Depositor, if there were not two such Administrative Trustees immediately prior to such vacancy (with the successor being a Person who satisfies the eligibility requirement for Administrative Trustees set forth in Section 8.7).

ARTICLE 9

TERMINATION, LIQUIDATION AND MERGER

SECTION 9.1. Termination upon Expiration Date. Unless earlier terminated, the Trust shall automatically terminate on December 5, 2011 (the "Expiration Date"), following the distribution of the Trust Property in accordance with Section 9.4.

SECTION 9.2. Early Termination. The first to occur of any of the following events is an "Early Termination Event":

- (a) the occurrence of a Bankruptcy Event in respect of, or the dissolution or liquidation of, the Depositor;
- (b) the occurrence of a Tax Event following which the Depositor has elected to redeem all of the Preferred Securities pursuant to Section 4.4(a);
- (c) upon the repayment of the Debentures or at such time as no Debentures are outstanding;
- (d) an order for dissolution of the Trust shall have been entered by a court of competent jurisdiction; and

(e) receipt by the Property Trustee of written notice from the Depositor at any time (which notice is optional and wholly within the discretion of the Depositor) of its intention to terminate the Trust and distribute the Debentures in exchange for the Preferred Securities.

SECTION 9.3. Termination. The respective obligations and responsibilities of the Trustees and the Trust created and continued hereby shall terminate upon the latest to occur of the following: (a) the distribution by the Property Trustee to Securityholders upon the liquidation of the Trust pursuant to Section 9.4, of all amounts required to be distributed hereunder upon the final payment of the Trust Securities; (b) the payment of all expenses owed by the Trust; (c) the discharge of all administrative duties of the Administrative Trustees, including the performance of any tax reporting obligations with respect to the Trust or the Securityholders, and (d) the filing of the certificate of cancellation with the Secretary of State of the State of Delaware pursuant to Section 3810 of the Delaware Business Trust Act. Notwithstanding any provision hereof to the contrary, each of Depositor's obligations set forth in Section 8.6 hereof shall survive and continue regardless of the occurrence of any of the foregoing.

SECTION 9.4. Liquidation.

(a) If an Early Termination Event specified in clause (a), (d) or (e) of Section 9.2 occurs or upon the Expiration Date, the Trust shall be liquidated by the Administrative Trustees and the Property Trustee as expeditiously as the Trustees determine to be possible by distributing, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, to each Securityholder an aggregate principal amount of Debentures equal to the aggregate Liquidation Amount of Trust Securities held by such Holder, subject to paragraphs (d) and (e) of Section 9.4. Notice of liquidation shall be given by the Property Trustee by first-class mail, postage prepaid, mailed not later than 30 nor more than 60 days prior to the Liquidation Date to each Holder of Trust Securities at such Holder's address as it appears in the Securities Register. All notices of liquidation shall:

(i) state the Liquidation Date;

(ii) state that, from and after the Liquidation Date, the Trust Securities will no longer be deemed to be Outstanding and any Trust Securities Certificates not surrendered for exchange will be deemed to represent an aggregate principal amount of Debentures equal to the aggregate Liquidation Amount of Preferred Securities held by such Holder; and

(iii) provide such information with respect to the mechanics by which Holders may exchange Trust Securities Certificates for Debentures, or, if Section 9.4(e) applies, receive a Liquidation Distribution, as the Administrative Trustees or the Property Trustee shall deem appropriate.

(b) Except where Section 9.4(d) applies, in order to effect the liquidation of the Trust and distribution of the Debentures to Securityholders, the Property Trustee shall establish a record date for such distribution (which shall be not more than 45 days prior to the Liquidation Date) and, either itself acting as exchange agent or through the appointment of a separate exchange agent, shall establish such procedures as it shall deem appropriate to effect the distribution of Debentures in exchange for the Outstanding Trust Securities Certificates.

(c) Except where Section 9.4(d) applies, after the Liquidation Date, (i) the Trust Securities will no longer be deemed to be Outstanding, (ii) the Clearing Agency or its nominee, as the record holder of such Trust Securities, will receive a registered global certificate or certificates representing the Debentures to be delivered upon such distribution, and (iii) any Trust Securities Certificates not held by the Clearing Agency will be deemed to represent an aggregate principal amount of Debentures equal to the aggregate Liquidation Amount of Preferred Securities held by such Holders, and bearing accrued and unpaid interest in an amount equal to the accrued and unpaid Distributions on such Trust Securities until such certificates are presented to the Property Trustee for transfer or reissuance.

(d) In the event that, notwithstanding the other provisions of this Section 9.4, whether because of an order for dissolution entered by a court of competent jurisdiction or otherwise, distribution of the Debentures in the manner provided herein is determined by the Property Trustee not to be practicable, the Trust Property shall be liquidated, and the Trust shall be dissolved, wound-up or terminated, by the Property Trustee in such manner as the Property Trustee determines in good faith. In such event, on the date of the dissolution, winding up or other termination of the Trust, Securityholders will be entitled to receive out of the assets of the Trust available for distribution to Securityholders, after satisfaction of liabilities to creditors of the Trust as provided by applicable law, an amount equal to the Liquidation Amount per Trust Security plus accrued and unpaid Distributions thereon to the date of payment (such amount being the "Liquidation Distribution"). If, upon any such dissolution, winding-up or termination, the Liquidation Distribution can be paid only in part because the Trust has insufficient assets available

to pay in full the aggregate Liquidation Distribution, then, subject to the next succeeding sentence, the amounts payable by the Trust on the Trust Securities shall be paid on a pro rata basis (based upon Liquidation Amounts). The Holder of the Common Securities will be entitled to receive Liquidation Distributions upon any such dissolution, winding-up or termination pro rata (determined as aforesaid) with Holders of Preferred Securities, except that, if a Debenture Event of Default has occurred and is continuing, the Preferred Securities shall have a priority over the Common Securities.

(e) Subject to Section 4.4, upon the redemption of the Debentures in whole (but not in part), at maturity, the proceeds from such redemption shall, after satisfaction of liabilities to creditors, be simultaneously applied to redeem Securities having an aggregate Liquidation Amount equal to the aggregate principal amount of the Debentures so redeemed at a redemption price of \$50 per Security plus an amount equal to accrued and unpaid Distributions thereon at the date of the repayment, payable in cash.

SECTION 9.5. Mergers, Consolidations, Amalgamations, Conversions or Replacements of the Trust. The Trust may not merge with or into, consolidate, amalgamate, convert into, or be replaced by, or convey, transfer or lease its properties and assets substantially as an entirety to any corporation or other Person, except pursuant to this Section 9.5. At the request of the Depositor, with the consent of the Administrative Trustees and without the consent of the Property Trustee, the Delaware Trustee or the Holders of the Preferred Securities, the Trust may merge with or into, consolidate, amalgamate, convert into, be replaced by or convey, transfer or lease its properties and assets substantially as an entirety to a trust organized as such under the laws of any State; provided, that (i) such successor entity either (a) expressly assumes all of the obligations of the Trust with respect to the Preferred Securities or (b) substitutes for the Preferred Securities other securities having substantially the same terms as the Preferred Securities (the "Successor Securities") so long as the Successor Securities rank the same as the Preferred Securities rank in priority with respect to Distributions and payments upon liquidation, redemption and otherwise, (ii) the Depositor expressly appoints a trustee of such successor entity, possessing 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 other organization

on which the Preferred Securities are then listed, if any, (iv) such merger, consolidation, amalgamation, conversion, replacement, conveyance, transfer or lease does not cause the Preferred Securities (including any Successor Securities) to be downgraded by any nationally recognized statistical rating organization, (v) such merger, consolidation, amalgamation, conversion, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the Holders of the Preferred Securities (including any Successor Securities) in any material respect, (vi) such successor entity has a purpose substantially identical to that of the Trust, (vii) prior to such merger, consolidation, amalgamation, conversion, replacement, conveyance, transfer or lease the Depositor has received an Opinion of Counsel to the effect that (a) such merger, consolidation, amalgamation, conversion, replacement, conveyance, transfer or lease does not adversely affect the rights, preferences and privileges of the Holders of the Preferred Securities (including any Successor Securities) in any material respect (other than with respect to any dilution of the Holder's interest in the new entity), (b) following such merger, consolidation, amalgamation, conversion, replacement, conveyance, transfer or lease neither the Trust nor such successor entity will be required to register as an "investment company" under the 1940 Act, and (c) following such merger, consolidation, amalgamation, conversion or replacement, the Trust or such successor entity will be treated as a grantor trust for United States federal income tax purposes, and (viii) the Depositor 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 Guarantee. Notwithstanding the foregoing, the Trust shall not, except with the consent of Holders of 100% in aggregate Liquidation Amount of the Preferred Securities, consolidate, amalgamate, convert into, merge with or into, be replaced by or

convey, transfer or lease its properties and assets substantially as an entirety to any other entity or permit any other entity to consolidate, amalgamate, convert into, merge with or into, or replace it if such consolidation, amalgamation, conversion, merger, replacement, conveyance, transfer or lease would cause the Trust or the successor entity to be classified as other than a grantor trust for United States federal income tax purposes.

ARTICLE 10

MISCELLANEOUS PROVISIONS

SECTION 10.1. Limitation of Rights of Securityholders. The death or incapacity of any person having an interest, beneficial or otherwise, in Trust Securities shall not operate to terminate this Declaration of Trust, nor entitle the legal representatives or heirs of such person or any Securityholder for such person to claim an accounting, take any action or bring any proceeding in any court for a partition or winding-up of the arrangements contemplated hereby, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

SECTION 10.2. Amendment.

(a) This Declaration of Trust may be amended from time to time by the Trustees and the Depositor, without the consent of any Securityholders, (i) to cure any ambiguity, 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 Declaration of Trust, which shall not be inconsistent with the other provisions of this Declaration of Trust, (ii) to modify, eliminate or add to any provisions of this Declaration of Trust 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 Trust Securities are Outstanding or to ensure that the Trust will not be required to register as an "investment company" under the 1940 Act, or be classified as other than a grantor trust for United States federal income tax purposes, or (iii) to maintain the qualification of this Declaration of Trust under the Trust Indenture Act; provided, however, that in the case of clause (i), such action shall not adversely affect in any material respect the interests of any Securityholder, and any amendments of this Declaration of Trust shall become effective when notice thereof is given to the Securityholders.

(b) Except as provided in Section 10.2(c) hereof, any provision of this Declaration of Trust may be amended by the Trustees and the Depositor with (i) the consent of Holders representing not less than a majority (based upon Liquidation Amounts) of the Trust Securities then Outstanding, acting as a single class, and (ii) 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 not being required to register as an "investment company" under the 1940 Act, provided, however, if any amendment or proposal that would adversely affect the powers, preferences or special rights of the Trust Securities, whether by way of amendment or otherwise, would adversely affect only the Preferred Securities or only the Common Securities, then only the affected class will be entitled to vote on such amendment or proposal and such amendment or proposal shall not be effective except with the approval of a majority in Liquidation Amount of such class of Trust Securities.

(c) In addition to and notwithstanding any other provision in this Declaration of Trust, without the consent of each affected Securityholder (such consent being obtained in accordance with Section 6.3 or 6.6 hereof), this Declaration of Trust may not be amended to (i) change the amount or timing of any Distribution on the Trust Securities or otherwise adversely affect the amount of any Distribution required to be made in respect of the Trust Securities as of a specified date or (ii) restrict the right of a Securityholder to institute suit for the enforcement of any such

payment on or after such date; notwithstanding any other provision herein, without the unanimous consent of the Securityholders (such consent being obtained in accordance with Section 6.3 or 6.6 hereof), this paragraph (c) of this Section 10.2 may not be amended.

(d) Notwithstanding any other provisions of this Declaration of Trust, no Trustee shall enter into or consent to any amendment to this Declaration of Trust which would cause the Trust to be required to register as an "investment company" under the 1940 Act, or to be classified as other than a grantor trust for United States federal income tax purposes or to reduce or otherwise adversely affect the powers of the Property Trustee.

(e) Notwithstanding anything in this Declaration of Trust to the contrary, without the consent of the Depositor, this Declaration of Trust may not be amended in a manner which imposes any additional obligation on the Depositor.

(f) In the event that any amendment to this Declaration of Trust is made, the Administrative Trustees shall promptly provide to the Depositor a copy of such amendment.

(g) Neither the Property Trustee nor the Delaware Trustee shall be required to enter into any amendment to this Declaration of Trust which affects its own rights, duties or immunities under this Declaration of Trust.

(h) The Property Trustee shall be entitled to receive an Opinion of Counsel and an Officers' Certificate stating that any amendment to this Declaration of Trust is in compliance with this Declaration of Trust.

SECTION 10.3. Separability. In case any provision in this Declaration of Trust or in the Trust Securities Certificates shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10.4. Governing Law. This declaration of trust and the rights and obligations of each of the Securityholders, the trust, and trustees with respect to this declaration of trust in the trust securities shall be construed in accordance with and governed by the internal laws of the state of Delaware.

SECTION 10.5. Payments Due on Non-Business Day. If the date fixed for any payment on any Trust Security shall be a day which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding day which is a Business Day except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as though made on the date fixed for such payment, and no interest shall accrue thereon for the period after such date.

SECTION 10.6. Successors. This Declaration of Trust shall be binding upon and shall inure to the benefit of any successor to the Depositor, the Trust or the Relevant Trustee, including any successor by operation of law. Except in connection with a consolidation, merger or sale involving the Depositor that is permitted under Article 8 of the Indenture and pursuant to which the assignee agrees in writing to perform the Depositor's obligations hereunder, the Depositor shall not assign its obligations hereunder.

SECTION 10.7. Headings. The Article and Section headings are for convenience only and shall not affect the construction of this Declaration of Trust.

SECTION 10.8. Reports, Notices and Demands. Any report, notice, demand or other communication which by any provision of this Declaration of Trust is required or permitted to be given or served to or upon any Securityholder or the Depositor may be given or served in writing by deposit thereof, first-class postage prepaid, in the United States mail, hand delivery or facsimile transmission, in each case, addressed, (a) in the case of a Holder of Preferred Securities, to such Holder as such

41

Holder's name and address may appear on the Securities Register; and (b) in the case of the Holder of the Common Securities, to Boise Cascade Corporation, 1111 West Jefferson Street, P.O. Box 50, Boise, Idaho 83728-0001, Attention: General Counsel.

Any notice to Preferred Securityholders shall also be given to such Owners as have, within two years preceding the giving of such notice, filed their names and addresses with the Property Trustee for that purpose. Such notice, demand or other communication to or upon a Securityholder shall be deemed to have been sufficiently given, or made, for all purposes, upon hand delivery, mailing or transmission.

Any notice, demand or other communication which by any provision of this Declaration of Trust is required or permitted to be given or served to or upon the Trust, the Property Trustee, the Delaware Trustee or the Administrative Trustees shall be given in writing addressed (until another address is published by the Trust) as follows: (a) with respect to the Property Trustee, to BNY Western Trust Company, 601 Union Street, Suite 1720, Seattle, Washington 98101, Attention: Corporate Trust Department, (b) with respect to the Delaware Trustee, to The Bank of New York, (Delaware), White Clay Center, Route 273, Newark, Delaware 19711, Attention: Corporate Trust Department, with a copy of any such notice to the Property Trustee at its address above, and (c) with respect to the Administrative Trustees, to them at the address for notices to the Depositor, marked "Attention: General Counsel." Such notice, demand or other communication to or upon the Trust or the Property Trustee shall be deemed to have been sufficiently given or made only upon actual receipt of the writing by the Trust or the Property Trustee.

SECTION 10.9. Agreement Not to Petition. Each of the Trustees and the Depositor agrees for the benefit of the Securityholders that, until at least one year and one day after the Trust has been terminated in accordance with Article 9, it shall not file, or join in the filing of, a petition against the Trust under any bankruptcy, insolvency, reorganization or other similar law (including, without limitation, the United States Bankruptcy Code) (collectively, "Bankruptcy Laws") or otherwise join in the commencement of any proceeding against the Trust under any Bankruptcy Law. In the event the Depositor takes action in violation of this Section 10.9, the Property Trustee agrees, for the benefit of Securityholders, that, at the expense of the Depositor, it shall file an answer with the bankruptcy court or otherwise properly contest the filing of such petition by the Depositor against the Trust or the commencement of such action and raise the defense that the Depositor has agreed in writing not to take such action and should be stopped and precluded therefrom and such other defenses, if any, as counsel for the Trustee or the Trust may assert. The provisions of this Section 10.9 shall survive the termination of this Declaration of Trust.

SECTION 10.10. Trust Indenture Act; Conflict with Trust Indenture Act.

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

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

(c) If any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Declaration of Trust by any of the provisions of the Trust Indenture Act, such required provision shall control. If any provision of this Declaration of Trust modifies or excludes any provision of the Trust Indenture Act which may be so modified or excluded, the latter provision shall be deemed to apply to this Declaration of Trust as so modified or to be excluded, as the case may be.

42

(d) The application of the Trust Indenture Act to this Declaration of Trust shall not affect the nature of the Trust Securities as equity securities representing undivided beneficial interests in the assets of the Trust.

SECTION 10.11. Acceptance of Terms of Declaration of Trust, Guarantee and Indenture. The receipt and acceptance of a Trust Security or any interest therein by or on behalf of a Securityholder or beneficial owner, without any signature or further manifestation of assent, shall constitute the unconditional acceptance by the securityholder and all others having a beneficial interest in such Trust Security of all the terms and provisions of this Declaration of Trust and the terms of the

Guarantee and the Indenture, and shall constitute the agreement of the Trust, such securityholder and such others that the terms and provisions of this Declaration of Trust shall be binding, operative and effective as to the Trust and such securityholder and such others.

SECTION 10.12. Counterparts. This Declaration of Trust may contain more than one counterpart of the signature page and this Declaration of Trust 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.

SECTION 10.13. Purchases of Trust Securities. Subject to applicable law (including, without limitation, United States federal securities law), the Depositor or its subsidiaries or Affiliates may at any time and from time to time purchase outstanding Preferred Securities by tender, in the open market or by private agreement. Any Preferred Securities so purchased may be cancelled along with a corresponding amount of the Debentures upon surrender of the Preferred Securities Certificates to the Property Trustee (or a reduction in the balance of the Global Certificate).

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

BOISE CASCADE CORPORATION,
as Depositor

By: _____

Name:

Title:

BNY WESTERN TRUST COMPANY,
as Property Trustee

By: _____

Name:

Title:

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

By: _____

Name:

Title:

as Administrative Trustee

as Administrative Trustee

EXHIBIT A

**CERTIFICATE OF TRUST
OF
BOISE CASCADE TRUST I**

THIS Certificate of Trust of Boise Cascade Trust I (the "Trust") is being duly executed and filed by Wilmington Trust Company, a Delaware business corporation, and John W. Holleran, as trustees, to form a business trust under the Delaware Business Trust Act (12 DEL. C. Section 3801 ET SEQ.).

1. *NAME.* The name of the business trust formed hereby is Boise Cascade Trust I.
2. *DELAWARE TRUSTEE.* The name and business address of the trustee of the Trust in the state of Delaware is Wilmington Trust Company, 1100 North Market Street, Wilmington, Delaware 19890.
3. *EFFECTIVE DATE.* This Certificate of Trust shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned, being all of the initial trustees of the Trust, have executed this Certificate.

WILMINGTON TRUST COMPANY

By: _____

Name:

Title:

EXHIBIT B

**FORM OF CERTIFICATE
DEPOSITARY AGREEMENT**

EXHIBIT C

**THIS CERTIFICATE IS NOT TRANSFERABLE EXCEPT AS SPECIFICALLY
PERMITTED UNDER THE AMENDED AND RESTATED DECLARATION OF TRUST
OF BOISE CASCADE TRUST I**

Certificate Number

Number of Common Securities

**Certificate Evidencing Common Securities
of
Boise Cascade Trust I

Common Securities
(Liquidation Amount \$50 per Common Security)**

Boise Cascade Trust I, a statutory business trust formed under the laws of the state of Delaware (the "Trust"), hereby certifies that Boise Cascade Corporation (the "Holder") is the registered owner of common securities of the Trust representing undivided beneficial interests in the assets of the Trust (the "Common Securities"). In accordance with Section 5.10 of the Declaration of Trust (as defined below), the Common Securities are not transferable and any attempted transfer hereof shall be void. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Common Securities are set forth in, and this certificate and the Common Securities represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Amended and Restated Declaration of Trust of the Trust dated as of December 5, 2001, as the same may be amended from time to time (the "Declaration of Trust") including the designation of the terms of the Common Securities as set forth therein. The Holder is entitled to the benefits of the Common Securities Guarantee Agreement entered into by the Holder and the Trust, dated as of December 5, 2001 (the "Guarantee"), to the extent provided therein. The Trust will furnish a copy of the Declaration of Trust and the Guarantee to the Holder without charge upon written request to the Trust at its principal place of business or registered office.

Upon receipt of this certificate, the Holder is bound by the Declaration of Trust and is entitled to the benefits thereunder.

IN WITNESS WHEREOF, one of the Administrative Trustees of the Trust has executed this certificate this 5th day of December, 2001.

BOISE CASCADE TRUST I

By:

Name:
As Administrative Trustee

EXHIBIT D

THIS PREFERRED SECURITY IS A BOOK-ENTRY PREFERRED SECURITIES CERTIFICATE WITHIN THE MEANING OF THE DECLARATION OF TRUST HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY ("DTC") OR A NOMINEE OF DTC. THIS PREFERRED SECURITY IS EXCHANGEABLE FOR PREFERRED SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN DTC OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE DECLARATION OF TRUST AND NO TRANSFER OF THIS PREFERRED SECURITY (OTHER THAN A TRANSFER OF THIS PREFERRED SECURITY AS A WHOLE BY DTC TO A NOMINEE OF DTC OR BY A NOMINEE OF DTC TO DTC OR ANOTHER NOMINEE OF DTC) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES.

UNLESS THIS PREFERRED SECURITY IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (55 WATER STREET, NEW YORK), TO BOISE CASCADE TRUST I OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY PREFERRED SECURITY ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR 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 A PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Certificate Number

Number of Preferred Securities

CUSIP No.

\$

Certificate Evidencing Preferred Securities

of
Boise Cascade Trust I

**7.50% Preferred Securities
(Liquidation Amount \$50 per Preferred Security)**

Boise Cascade Trust I, 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 _____ preferred securities of the Trust representing an undivided beneficial interest in the assets of the Trust and designated the Boise Cascade Trust I 7.50% Preferred Securities (Liquidation Amount \$50 per Preferred Security) (the "Preferred Securities"). The Preferred 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 as provided in Section 5.4 of the Declaration of Trust (as defined below). The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Preferred Securities are set forth in, and this certificate and the Preferred Securities represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Amended and Restated Declaration of Trust of the Trust dated as of December 5, 2001, as the same may be amended from time to time (the "Declaration of Trust") including the designation of the terms of Preferred Securities as set forth therein. The Holder is entitled to the benefits of the Guarantee Agreement entered into by Boise Cascade Corporation, a Delaware corporation, and BNY Western Trust Company, as Guarantee Trustee, dated as of December 5, 2001 (the "Guarantee"), to the extent provided therein. The Trust will furnish a copy of the Declaration of Trust and the Guarantee to the Holder without charge upon written request to the Trust at its principal place of business or registered office. Upon receipt of this certificate, the Holder is bound by the Declaration of Trust and is entitled to the benefits thereunder.

IN WITNESS WHEREOF, one of the Administrative Trustees of the Trust has executed this certificate this _____ day of _____, 2001.

BOISE CASCADE TRUST I

By: _____

Name:
An Administrative Trustee

PROPERTY TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Preferred Securities referred to in the within-mentioned Declaration of Trust.

Dated: _____, 2001.

[_____],

as Property Trustee

By: _____

Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers this Preferred Security to:

(Insert assignee's social security or tax identification number)

(Insert address and zip code of assignee)

and irrevocably appoints

GUARANTEE AGREEMENT

between

BOISE CASCADE CORPORATION

and

BNY WESTERN TRUST COMPANY

**Relating to the Preferred Securities of
Boise Cascade Trust I**

Dated as of December 5, 2001

CROSS REFERENCE TABLE*

	Section of Trust Indenture Act of 1939, as amended	Section of Guarantee Agreement
ss. 310	(a)	4.1(a)
	(b)	4.1(c), 2.8
	(c)	Not Applicable
ss. 311	(a)	2.2(b)
	(b)	2.2(b)
	(c)	Not Applicable
ss. 312	(a)	2.2(a)
	(b)	2.2(b)
ss. 313		2.3
ss. 314	(a)	2.4
	(b)	Not Applicable
	(c)	2.5
	(d)	Not Applicable
	(e)	1.1, 2.5, 3.2
	(f)	3.2
ss. 315	(a)	3.1(d)
	(b)	2.7
	(c)	3.1
	(d)	3.1(d)
ss. 316	(a)	1.1, 2.6, 5.4
	(b)	5.3
ss. 317	(a)	Not Applicable
	(b)	Not Applicable
ss. 318	(a)	2.1(b)
	(b)	2.1
	(c)	2.1(a)

* This Cross Reference Table does not constitute part of the Guarantee Agreement and shall not affect the interpretation of any of its terms or provisions.

TABLE OF CONTENTS

		Page
ARTICLE 1	DEFINITIONS	1
Section 1.1	Definitions	1
ARTICLE 2	TRUST INDENTURE ACT	3

Section 2.1	Trust Indenture Act; Application	3
Section 2.2	List of Holders	3
Section 2.3	Reports by the Guarantee Trustee	3
Section 2.4	Periodic Reports to Guarantee Trustee	4
Section 2.5	Evidence of Compliance with Conditions Precedent	4
Section 2.6	Events of Default; Waiver	4
Section 2.7	Event of Default; Notice	4
Section 2.8	Conflicting Interests	4
ARTICLE 3	POWERS, DUTIES AND RIGHTS OF THE GUARANTEE TRUSTEE	4
Section 3.1	Powers and Duties of the Guarantee Trustee	4
Section 3.2	Certain Rights of Guarantee Trustee	6
Section 3.3	Indemnity	7
ARTICLE 4	GUARANTEE TRUSTEE	7
Section 4.1	Guarantee Trustee; Eligibility	7
Section 4.2	Appointment, Removal and Resignation of the Guarantee Trustee	8
ARTICLE 5	GUARANTEE	8
Section 5.1	Guarantee	8
Section 5.2	Waiver of Notice and Demand	8
Section 5.3	Obligations Not Affected	8
Section 5.4	Rights of Holders	9
Section 5.5	Guarantee of Payment	9
Section 5.6	Subrogation	9
Section 5.7	Independent Obligations	9
ARTICLE 6	[INTENTIONALLY OMITTED]	10
ARTICLE 7	TERMINATION	10
Section 7.1	Termination	10
ARTICLE 8	[INTENTIONALLY OMITTED]	10
ARTICLE 9	MISCELLANEOUS	10
Section 9.1	Successors and Assigns	10
Section 9.2	Amendments	10
Section 9.3	Notices	11
Section 9.4	Benefit	11
Section 9.5	Interpretation	11
Section 9.6	Governing Law	12

BNY WESTERN TRUST COMPANY

This GUARANTEE AGREEMENT, dated as of December 5, 2001, is executed and delivered by Boise Cascade Corporation, a Delaware corporation (the "Guarantor") and BNY Western Trust Company, a California banking corporation, as trustee (the "Guarantee Trustee"), for the benefit of the Holders (as defined herein) from time to time of the Preferred Securities (as defined herein) of Boise Cascade Trust I, a Delaware statutory business trust (the "Issuer").

WHEREAS, pursuant to an Amended and Restated Declaration of Trust (the "Declaration of Trust"), dated as of December 5, 2001, among the Trustees named therein, the Guarantor, as Depositor, and the Holders from time to time of undivided beneficial interests in the assets of the Issuer, the Issuer is issuing 3,450,000 of its 7.50% Preferred Securities (liquidation preference \$50 per preferred security) (the "Preferred Securities") representing preferred undivided beneficial interests in the assets of the Issuer and having the terms set forth in the Declaration of Trust;

WHEREAS, the Preferred Securities will be issued by the Issuer and the proceeds thereof, together with the proceeds from the issuance of the Issuer's Common Preferred Securities (as defined below), will be used to purchase the Debentures (as defined in the Declaration of Trust) of the Guarantor which will be deposited with BNY Western Trust Company, as Property Trustee under the Declaration of Trust, as trust assets;

WHEREAS, as incentive for the Holders to purchase Preferred Securities, the Guarantor desires irrevocably and unconditionally to agree, to the extent set forth herein, to pay to the Holders of the Preferred Securities the Guarantee Payments (as defined herein) and to make certain other payments on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the purchase by each Holder of Preferred Securities, which purchase the Guarantor hereby agrees shall benefit the Guarantor, the Guarantor executes and delivers this Guarantee Agreement for the benefit of the Holders from time to time of the Preferred Securities.

ARTICLE 1

DEFINITIONS

SECTION 1.1. DEFINITIONS. As used in this Guarantee Agreement, the terms set forth below shall, unless the context otherwise requires, have the following meanings. Capitalized or otherwise defined terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Declaration of

Trust as in effect on the date hereof.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct common control with such specified Person, provided, however, that an Affiliate of the Guarantor shall not be deemed to include the Issuer. 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.

"Common Securities" means the securities representing common beneficial interests in the assets of the Issuer.

"Event of Default" means a default by the Guarantor on any of its payment or other obligations under this Guarantee Agreement; provided, however, that, except with respect to a default in payment of any Guarantee Payments, no Event of Default shall be deemed to have occurred under this Guarantee Agreement unless and until the Guarantor shall have received written notice of default and shall not have cured such default within 60 days after receipt of such notice.

"Guarantee Payments" means the following payments or distributions, without duplication, with respect to the Preferred Securities, to the extent not paid or made by or on behalf of the Issuer: (i) any

accumulated and unpaid Distributions (as defined in the Declaration of Trust) required to be paid on the Preferred Securities, to the extent the Issuer shall have received payments in respect of the Debentures, and (ii) upon a voluntary or involuntary dissolution, winding-up or liquidation of the Issuer, unless Debentures are distributed to the Holders, the lesser of (a) the aggregate of the liquidation preference of \$50 per Preferred Security plus accrued and unpaid Distributions on the Preferred Securities to the date of payment to the extent the Issuer shall have received payments in respect of the Debentures and (b) the amount of assets of the Issuer remaining available for distribution to Holders in liquidation of the Issuer (in either case, the "Liquidation Distribution").

"Guarantee Trustee" means BNY Western Trust Company, until a Successor Guarantee Trustee has been appointed and has accepted such appointment pursuant to the terms of this Guarantee Agreement and thereafter means each such Successor Guarantee Trustee.

"Holder" means any holder, as registered on the books and records of the Issuer, of any Preferred Securities; provided, however, that in determining whether the holders of the requisite percentage of Preferred Securities have given any request, notice, consent or waiver hereunder, "Holder" shall not include the Guarantor, the Guarantee Trustee or any Affiliate of the Guarantor or the Guarantee Trustee.

"Indenture" means the Indenture, dated as of October 1, 1985, between the Guarantor and U.S. Bank Trust National Association (as successor in interest to Morgan Guaranty Trust Company of New York), as trustee (the "Original Trustee") (the "Original Indenture"), as supplemented by the First Supplemental Indenture between the Guarantor and the Original Trustee, dated as of December 20, 1989 (the "First Supplement"), the Second Supplemental Indenture between the Company and the Original Trustee, dated as of August 1, 1990 (the "Second Supplement"), and the Third Supplemental Indenture, dated as of December 5, 2001, among the Guarantor, the Original Trustee and BNY Western Trust Company, as series trustee (the "Trustee").

"List of Holders" has the meaning specified in Section 2.2 (a).

"Majority in Liquidation Preference of the Preferred Securities" means, except as provided by the Trust Indenture Act, a vote by the Holder(s), voting separately as a class, of more than 50% of the liquidation preference of all the outstanding Preferred Securities issued by the Issuer.

"Officers' Certificate" means, with respect to any Person, a certificate signed by (i) the Chairman, Chief Executive Officer, President or a Vice President, and by (ii) the Treasurer, an Assistant Treasurer, the Controller, the Secretary or an Assistant Secretary of such Person, and delivered to the Guarantee Trustee. Any Officers' Certificate delivered with respect to compliance with a condition or covenant provided for in this Guarantee Agreement shall include:

- (a) a statement that each officer signing the Officers' 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 Officers' 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.

"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.

"Responsible Officer" means, with respect to the Guarantee Trustee, any Vice President, any Assistant Vice President, any Assistant Secretary, any Assistant Treasurer, any Trust Officer or Assistant Trust Officer or any other officer of the corporate trust department of the 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 Guarantee Trustee" means a successor Guarantee Trustee possessing the qualifications to act as Guarantee Trustee under Section 4.1.

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

ARTICLE 2

TRUST INDENTURE ACT

SECTION 2.1. TRUST INDENTURE ACT; APPLICATION.

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

(b) If and to the extent that any provision of this Guarantee Agreement limits, qualifies or conflicts with the duties imposed by Sections 310 to 317, inclusive, of the Trust Indenture Act, such imposed duties shall control.

SECTION 2.2. LIST OF HOLDERS.

(a) The Guarantor shall furnish or cause to be furnished to the Guarantee Trustee (unless the Guarantee Trustee is acting as Securities Registrar with respect to the Debentures under the Indenture) (i) quarterly, on or before the record date for each payment on the Preferred Securities, a list, in such form as the Guarantee Trustee may reasonably require, of the names and addresses of the Holders ("List of Holders") as of a date not more than 15 days prior to the delivery thereof, and (ii) at such other times as the Guarantee Trustee may request in writing, within 30 days after the receipt by the Guarantor of any such request, a List of Holders as of a date not more than 15 days prior to the time such list is furnished, in each case to the extent such information is in the possession or control of the Guarantor and is not identical to a previously supplied list of Holders or has not otherwise been received by the Guarantee Trustee. Notwithstanding the foregoing, the Guarantor shall not be obligated to provide such List of Holders at any time such list would not differ from the last list provided pursuant to this Section 2.2(a). The Guarantee Trustee may destroy any List of Holders previously given to it on receipt of a new List of Holders.

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

SECTION 2.3. REPORTS BY THE GUARANTEE TRUSTEE. The Guarantee Trustee shall transmit to the Holders such reports concerning the Guarantee Trustee and its actions under this Guarantee Agreement as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto. If required by Section 313(a) of the Trust Indenture Act, the Guarantee Trustee shall, within sixty days after each October 15 following the date of this Declaration of Trust deliver to the Holders a brief report, dated as of such October 15, which complies with the provisions of such Section 313(a).

A copy of each such report shall, at the time of such transmission to the Holders, be filed by the Guarantee Trustee with each stock exchange, if any, upon which the Preferred Securities are listed, with

the Commission and the Guarantor. The Guarantor will promptly notify the Guarantee Trustee when the Preferred Securities are listed on any stock exchange and of any delisting thereof.

SECTION 2.4. PERIODIC REPORTS TO GUARANTEE TRUSTEE. The Guarantor shall provide to the Guarantee Trustee, the Preferred Securities and Exchange Commission and the Holders such documents, reports and information, if any, as required by Section 314 of the Trust Indenture Act 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.

SECTION 2.5. EVIDENCE OF COMPLIANCE WITH CONDITIONS PRECEDENT. The Guarantor shall provide to the Guarantee Trustee such evidence of compliance with such conditions precedent, if any, provided for in this Guarantee Agreement 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 Officers' Certificate.

SECTION 2.6. EVENTS OF DEFAULT; WAIVER. The Holders of a Majority in Liquidation Preference of the Preferred Securities may, by vote, on behalf of the Holders, 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 Guarantee Agreement, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent therefrom.

SECTION 2.7. EVENT OF DEFAULT; NOTICE.

(a) The Guarantee Trustee shall, within 90 days after the occurrence of an Event of Default, transmit by mail, first class postage prepaid, to the Holders, notices of all Events of Default known to the Guarantee Trustee, unless such defaults have been cured before the giving of such notice, provided, that, except in the case of a default in the payment of a Guarantee Payment, the 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 Guarantee Trustee in good faith determines that the withholding of such notice is in the interests of the Holders.

(b) The Guarantee Trustee shall not be deemed to have knowledge of any Event of Default unless the Guarantee Trustee shall have received written notice, or a Responsible Officer charged with the administration of the Declaration of Trust shall have obtained written notice, of such Event of Default.

SECTION 2.8. CONFLICTING INTERESTS. The Declaration of Trust and the Indenture shall be deemed to be specifically described in this Guarantee Agreement for the purposes of clause (i) of the first proviso contained in Section 310(b) of the Trust Indenture Act.

ARTICLE 3

POWERS, DUTIES AND RIGHTS OF THE GUARANTEE TRUSTEE

SECTION 3.1. POWERS AND DUTIES OF THE GUARANTEE TRUSTEE.

(a) This Guarantee Agreement shall be held by the Guarantee Trustee for the benefit of the Holders, and the Guarantee Trustee shall not transfer this Guarantee Agreement to any Person except a Holder exercising his or her rights pursuant to Section 5.4(iv) or to a Successor Guarantee Trustee on acceptance by such Successor Guarantee Trustee of its appointment to act as Successor Guarantee Trustee. The right, title and interest of the Guarantee Trustee shall automatically vest in any Successor Guarantee Trustee, upon acceptance by such Successor Guarantee Trustee of its appointment hereunder, and such vesting and cessation of title shall be

effective whether or not conveyancing documents have been executed and delivered pursuant to the appointment of such Successor Guarantee Trustee.

(b) If an Event of Default actually known to the Responsible Officer of the Guarantee Trustee has occurred and is continuing, the Guarantee Trustee shall enforce this Guarantee Agreement for the benefit of the Holders.

(c) The 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 Guarantee Agreement, and no implied covenants shall be read into this Guarantee Agreement against the 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 the Responsible Officer of the Guarantee Trustee, the Guarantee Trustee shall exercise such of the rights and powers vested in it by this Guarantee Agreement, 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 Guarantee Agreement shall be construed to relieve the 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 Guarantee Trustee shall be determined solely by the express provisions of this Guarantee Agreement, and the Guarantee Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Guarantee Agreement; and

(B) in the absence of bad faith on the part of the Guarantee Trustee, the 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 Guarantee Trustee and conforming to the requirements of this Guarantee Agreement; but in the case of any such certificates or opinions that by any provision hereof or of the Trust Indenture Act are specifically required to be furnished to the Guarantee Trustee, the Guarantee Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Guarantee Agreement;

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

(iii) the 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 Preference of the Preferred Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Guarantee Trustee, or exercising any trust or power conferred upon the Guarantee Trustee under this Guarantee Agreement; and

(iv) no provision of this Guarantee Agreement shall require the 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 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 Guarantee Agreement or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 3.2. CERTAIN RIGHTS OF GUARANTEE TRUSTEE.

(a) Subject to the provisions of Section 3.1:

(i) The Guarantee Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, proxy, 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, sent or presented by the proper party or parties.

(ii) Any direction or act of the Guarantor contemplated by this Guarantee Agreement shall be sufficiently evidenced by an Officers' Certificate unless otherwise prescribed herein.

(iii) Whenever, in the administration of this Guarantee Agreement, the Guarantee Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting to take any action hereunder, the Guarantee Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part, request and rely upon an Officers' Certificate which, upon receipt of such request from the Guarantee Trustee, shall be promptly delivered by the Guarantor.

(iv) The Guarantee Trustee may consult with legal counsel of its selection, and the advice or opinion of such legal counsel with respect to legal matters shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder in good faith and in accordance with such advice or opinion. Such legal counsel may be legal counsel to the Guarantor or any of its Affiliates and may be one of its employees. The Guarantee Trustee shall have the right at any time to seek instructions concerning the administration of this Guarantee Agreement from any court of competent jurisdiction.

(v) The Guarantee Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Guarantee Agreement at the request or direction of any Holder, unless such Holder shall have provided to the Guarantee Trustee such adequate security and indemnity as would satisfy a reasonable person in the position of the Guarantee Trustee, against the costs, expenses (including attorneys' fees and expenses) 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 Guarantee Trustee; provided that, nothing contained in this Section 3.2(a)(v) shall be taken to relieve the Guarantee Trustee, upon the occurrence

of an Event of Default, of its obligation to exercise the rights and powers vested in it by this Guarantee Agreement and use the same degree of care and skill in the exercise thereof as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(vi) The 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 Guarantee Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

(vii) The Guarantee Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys or any Affiliate, and the Guarantee Trustee shall not be responsible for any misconduct or negligence on the part of any such agent or attorney appointed with due care by it hereunder.

6

(viii) Whenever in the administration of this Guarantee Agreement the Guarantee Trustee shall deem it desirable to receive instructions with respect to enforcing any remedy or right or taking any other action hereunder, the Guarantee Trustee (A) may request instructions from the Holders of a Majority in Liquidation Preference of the Preferred Securities, (B) may refrain from enforcing such remedy or right or taking such other action until such instructions are received, and (C) shall be protected in acting in accordance with such instructions.

(b) No provision of this Guarantee Agreement shall be deemed to impose any duty or obligation on the 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 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 Guarantee Trustee shall be construed to be a duty to act in accordance with such power and authority.

SECTION 3.3. INDEMNITY. The Guarantor agrees to indemnify the Guarantee Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Guarantee Trustee, arising out of or in connection with the acceptance or administration of this Guarantee Agreement, including the reasonable 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. The Guarantee Trustee will not claim or exact any lien or charge on any Guarantee Payment as a result of any amount due to it under this Guarantee Agreement. The provisions of this Section shall survive the termination of this Guarantee Agreement.

ARTICLE 4

GUARANTEE TRUSTEE

SECTION 4.1. GUARANTEE TRUSTEE; ELIGIBILITY.

(a) There shall at all times be a Guarantee Trustee which shall:

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

(ii) be a Person that is eligible pursuant to the Trust Indenture Act to act as such and has a combined capital and surplus of at least \$50,000,000, and shall be a corporation meeting the requirements of Section 310(a) of the Trust Indenture Act. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority, then, for the purposes of this Section and to the extent permitted by the Trust Indenture Act, the combined capital and surplus of such 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 Guarantee Trustee shall cease to be eligible to so act under Section 4.1(a), the Guarantee Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

(c) If the Guarantee Trustee has or shall acquire any "conflicting interest" within the meaning of Section 310(b) of the Trust Indenture Act, the Guarantee Trustee and Guarantor shall in all respects comply with the provisions of Section 310(b) of the Trust Indenture Act. The Declaration of Trust and the Indenture shall not be deemed to constitute conflicting interests of the Guarantee Trustee.

7

SECTION 4.2. APPOINTMENT, REMOVAL AND RESIGNATION OF THE GUARANTEE TRUSTEE.

(a) Subject to Section 4.2(b) the Guarantee Trustee may be appointed or removed without cause at any time by the Guarantor.

(b) The Guarantee Trustee shall not be removed until a Successor Guarantee Trustee has been appointed and has accepted such appointment by written instrument executed by such Successor Guarantee Trustee and delivered to the Guarantor.

(c) The Guarantee Trustee appointed hereunder shall hold office until a Successor Guarantee Trustee shall have been appointed or until its removal or resignation. The Guarantee Trustee may resign from office (without need for prior or subsequent accounting) by an instrument in writing executed by the Guarantee Trustee and delivered to the Guarantor, which resignation shall not take effect until a Successor Guarantee Trustee has been appointed and has accepted such appointment by an instrument in writing executed by such Successor Guarantee Trustee and delivered to the Guarantor and the resigning Guarantee Trustee.

(d) If no Successor 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 resignation or removal, the Guarantee Trustee resigning or being removed may petition, at the expense of the Guarantor, any court of competent jurisdiction for appointment of a Successor Guarantee Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Guarantee Trustee.

ARTICLE 5

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 or on behalf of the Issuer), as and when due, regardless of any defense, right of set-off or counterclaim which the Issuer may have or assert other than the defense of payment. 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 the Guarantee Agreement and of any liability to which it applies or may apply, presentment, demand for payment, any right to require a proceeding first against the Guarantee Trustee, 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 Guarantee Agreement shall in no way be affected or impaired by reason of the happening 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 Preferred 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, Liquidation Distribution or any other sums payable under the terms of the Preferred Securities or the extension of time for the performance of any other obligation under, arising out of, or in connection with, the Preferred Securities;

8

(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 Preferred 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 Preferred Securities;

(f) the settlement or compromise of any obligation guaranteed hereby or hereby incurred; or

(g) 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 hereunder shall be absolute and unconditional under any and all circumstances.

There shall be no obligation of the Holders or the Guarantee Trustee to give notice to, or obtain the consent of, the Guarantor with respect to the happening of any of the foregoing.

SECTION 5.4. RIGHTS OF HOLDERS. The Guarantor expressly acknowledges that: (i) this Guarantee Agreement will be deposited with the Guarantee Trustee to be held for the benefit of the Holders; (ii) the Guarantee Trustee has the right to enforce this Guarantee Agreement on behalf of the Holders; (iii) the Holders of a Majority in Liquidation Preference of the Preferred Securities have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Guarantee Trustee in respect of this Guarantee Agreement or to direct the exercise of any trust or power conferred upon the Guarantee Trustee under this Guarantee Agreement; (iv) if the Guarantee Trustee fails to enforce this Guarantee, any Holder may institute a legal proceeding directly against the Guarantor to enforce its rights under this Guarantee Agreement, without first instituting a legal proceeding against the Guarantee Trustee, the Issuer or any other Person; and (v) if an Event of Default with respect to the Debentures constituting the failure to pay interest on or principal of the Debentures on the date such interest or principal is otherwise payable has occurred and is continuing, then any Holder shall have the right, which is absolute and unconditional, to proceed directly against the Guarantor to obtain Guarantee Payments without first waiting to determine if the Guarantee Trustee has enforced this Guarantee Agreement or instituting a legal proceeding against the Issuer, the Guarantee Trustee or any other Person.

SECTION 5.5. GUARANTEE OF PAYMENT. This Guarantee Agreement creates a guarantee of payment and not of collection. This Guarantee Agreement will not be discharged except by payment of the Guarantee Payments in full (without duplication of amounts theretofore paid by the Issuer) or upon distribution of Debentures to Holders as provided in the Declaration of Trust.

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 the Holders by the Guarantor under this Guarantee Agreement; provided, however, that the Guarantor shall not (except to the extent required by mandatory provisions of law) be entitled to enforce or exercise any rights which it may acquire by way of subrogation or any indemnity, reimbursement or other agreement, in all cases as a result of payment under this Guarantee Agreement, if, at the time of any such payment, any amounts are due and unpaid under this Guarantee Agreement. 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 Preferred

9

Securities and that the Guarantor shall be liable as principal and debtor hereunder to make Guarantee Payments pursuant to the terms of this Guarantee Agreement notwithstanding the occurrence of any event referred to in subsections (a) through (g), inclusive, of Section 5.3 hereof.

ARTICLE 6

[INTENTIONALLY OMITTED]

ARTICLE 7

TERMINATION

SECTION 7.1. TERMINATION. This Guarantee Agreement shall terminate and be of no further force and effect upon the earliest of (i) the distribution of Debentures to the Holders in exchange for all of the Preferred Securities, or (ii) full payment of the amounts payable in accordance with the Declaration of Trust upon liquidation of the Issuer. Notwithstanding the foregoing, this Guarantee Agreement will continue to be effective or will be reinstated, as the case may be, if at any time any Holder must restore payment of any sums paid with respect to Preferred Securities or this Guarantee Agreement.

ARTICLE 8

[INTENTIONALLY OMITTED]

ARTICLE 9

MISCELLANEOUS

SECTION 9.1. SUCCESSORS AND ASSIGNS. All guarantees and agreements contained in this Guarantee Agreement shall bind the successors, assigns, receivers, trustees and representatives of the Guarantor and shall inure to the benefit of the Holders of the Preferred Securities then outstanding. Except in connection with a consolidation, merger or sale involving the Guarantor that is permitted under Article 8 of the Indenture and pursuant to which the assignee agrees in writing to perform the Guarantor's obligations hereunder, the Guarantor shall not assign its obligations hereunder.

SECTION 9.2. AMENDMENTS. Except with respect to any changes which do not adversely affect the rights of the Holders in any material respect (in which case no consent of the Holders will be required), this Guarantee Agreement may only be amended with the prior approval of the Holders of not less than 66²/₃% in Liquidation Preference of the Preferred Securities. The provisions of Article 6 of the Declaration of Trust concerning meetings of the Holders shall apply to the giving of such approval. The Guarantor shall furnish the Guarantee Trustee with an Officers' Certificate and an Opinion of Counsel to the effect that any amendment of this Agreement is authorized and permitted. The Guarantee Trustee shall not be required to enter into any amendment to this Guarantee Agreement which affects its own rights, duties or immunities under this Guarantee Agreement.

10

SECTION 9.3. NOTICES. Any notice, request or other communication required or permitted to be given hereunder shall be in writing, duly signed by the party giving such notice, and delivered, telecopied or mailed by first class mail as follows:

(a) if given to the Guarantor, to the address set forth below or such other address as the Guarantor may give notice of to the Holders:

Boise Cascade Corporation
1111 West Jefferson Street
P.O. Box 50
Boise, Idaho 83728-0001
Phone No.: (208) 384-6161
Facsimile No.: (208) 384-4912
Attention: General Counsel

(b) if given to the Issuer, in care of the Guarantee Trustee, at the Issuer's (and the Guarantee Trustee's) address set forth below or such other address as the Guarantee Trustee on behalf of the Issuer may give notice of to the Holders:

Boise Cascade Trust I
c/o Boise Cascade Corporation
1111 West Jefferson Street
P.O. Box 50
Boise, Idaho 83728-0001
Phone No.: (208) 384-6161
Facsimile No.: (208) 384-4912
Attention: General Counsel

with a copy to:

BNY Western Trust Company
601 Union Street, Suite 1720
Seattle, Washington 98101
Phone No.: (206) 667-8903
Facsimile No.: (206) 667-8905
Attention: Corporate Trust Department

(c) if given to any Holder, at the address set forth on the books and records of the Issuer.

All notices hereunder 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 9.4. BENEFIT. This Guarantee Agreement is solely for the benefit of the Holders and is not separately transferable from the Preferred Securities.

SECTION 9.5. INTERPRETATION. In this Guarantee Agreement, unless the context otherwise requires:

(a) capitalized terms used in this Guarantee Agreement but not defined in the preamble hereto have the respective meanings assigned to them in Section 1.1;

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

11

(c) all references to "the Guarantee Agreement" or "this Guarantee Agreement" are to this Guarantee Agreement as modified, supplemented or amended from time to time;

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

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

(f) a reference to the singular includes the plural and vice versa; and

(g) the masculine, feminine or neuter genders used herein shall include each other gender.

SECTION 9.6. GOVERNING LAW. This Guarantee Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of New York without regard to the conflicts of law principles thereof.

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.

12

THIS GUARANTEE AGREEMENT is executed as of the day and year first above written.

BOISE CASCADE CORPORATION

By: _____
Name:
Title:

BNY WESTERN TRUST COMPANY,
as Guarantee Trustee

By: _____
Name:
Title:

13

QuickLinks

[CROSS REFERENCE TABLE](#)

[TABLE OF CONTENTS](#)

[BNY WESTERN TRUST COMPANY](#)

[ARTICLE 1 DEFINITIONS](#)

[ARTICLE 2 TRUST INDENTURE ACT](#)

[ARTICLE 3 POWERS, DUTIES AND RIGHTS OF THE GUARANTEE TRUSTEE](#)

[ARTICLE 4 GUARANTEE TRUSTEE](#)

[ARTICLE 5 GUARANTEE](#)

[ARTICLE 6 \[INTENTIONALLY OMITTED\]](#)

[ARTICLE 7 TERMINATION](#)

[ARTICLE 8 \[INTENTIONALLY OMITTED\]](#)

[ARTICLE 9 MISCELLANEOUS](#)

BOISE CASCADE CORPORATION

JPMORGAN CHASE BANK,

as Collateral Agent, Custodial Agent

and Securities Intermediary

AND

BNY WESTERN TRUST COMPANY,

as Purchase Contract Agent

PLEDGE AGREEMENT

Dated as of December 5, 2001

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
Section 1.1 Definitions	2
ARTICLE II	
PLEDGE; CONTROL AND PERFECTION	
Section 2.1 The Pledge	4
Section 2.2 Control and Perfection	5
ARTICLE III	
DISTRIBUTIONS ON PLEDGED COLLATERAL	
ARTICLE IV	
SUBSTITUTION, RELEASE, REPLEDGE AND SETTLEMENT OF PREFERRED SECURITIES	
Section 4.1 Substitution for Preferred Securities or Treasury Consideration and the Creation of Stripped Units	7
Section 4.2 Substitution for Treasury Securities and the Creation of Normal Units	8
Section 4.3 Termination Event	9
Section 4.4 Early Settlement; Merger Early Settlement	9
Section 4.5 Remarketing; Application of Proceeds; Settlement	9
ARTICLE V	
VOTING RIGHTS—PREFERRED SECURITIES	
ARTICLE VI	
RIGHTS AND REMEDIES; TAX EVENT REDEMPTION; DISTRIBUTION OF THE SENIOR DEBENTURES	
Section 6.1 Rights and Remedies of the Collateral Agent	12
Section 6.2 Tax Event Redemption	12
Section 6.3 Distribution of the Senior Debentures	13
Section 6.4 Substitutions	13
ARTICLE VII	
REPRESENTATIONS AND WARRANTIES; COVENANTS	
Section 7.1 Representations and Warranties	13
Section 7.2 Covenants	14
ARTICLE VIII	
THE COLLATERAL AGENT	
Section 8.1 Appointment, Powers and Immunities	14

Section 8.2 Instructions of the Company	15
Section 8.3 Reliance by Collateral Agent	15
Section 8.4 Rights in Other Capacities	16
Section 8.5 Non-Reliance on Collateral Agent	16
Section 8.6 Compensation and Indemnity	16
Section 8.7 Failure to Act	16
Section 8.8 Resignation of Collateral Agent	17
Section 8.9 Right to Appoint Agent or Advisor	17
Section 8.10 Survival	18
Section 8.11 Exculpation	18

ARTICLE IX AMENDMENT

Section 9.1 Amendment Without Consent of Holders	18
Section 9.2 Amendment with Consent of Holders	18
Section 9.3 Execution of Amendments	19
Section 9.4 Effect of Amendments	19
Section 9.5 Reference to Amendments	19

ARTICLE X MISCELLANEOUS

Section 10.1 No Waiver	19
Section 10.2 Governing Law	19
Section 10.3 Notices	20
Section 10.4 Successors and Assigns	20
Section 10.5 Counterparts	20
Section 10.6 Severability	20
Section 10.7 Expenses, Etc.	20
Section 10.8 Security Interest Absolute	21
Section 10.9 Waiver of Jury Trial	21

EXHIBITS

EXHIBIT A Instruction From Purchase Contract Agent to Collateral Agent	A-1
EXHIBIT B Instruction to Purchase Contract Agent	B-1
EXHIBIT C Instruction to Custodial Agent Regarding Remarketing	C-1
EXHIBIT D Instruction to Custodial Agent Regarding Withdrawal From Remarketing	D-1

PLEDGE AGREEMENT

PLEDGE AGREEMENT, dated as of December 5, 2001 (this "Agreement"), among Boise Cascade Corporation, a Delaware corporation (the "Company"), JPMorgan Chase Bank, a New York banking corporation, not individually but solely as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent"), as custodial agent (in such capacity, together with its successors in such capacity, the "Custodial Agent") and as "securities intermediary" as defined in Section 8-102(a)(14) of the Code (as defined herein) (in such capacity, together with its successors in such capacity, the "Securities Intermediary"), and BNY Western Trust Company, not individually but solely as purchase contract agent and as attorney-in-fact of the Holders (as defined in the Purchase Contract Agreement as hereinafter defined) from time to time of the Units (as hereinafter defined) (in such capacity, together with its successors in such capacity, the "Purchase Contract Agent") under the Purchase Contract Agreement.

RECITALS

The Company and the Purchase Contract Agent are parties to the Purchase Contract Agreement, dated as of the date hereof (as modified and supplemented and in effect from time to time, the "Purchase Contract Agreement"), pursuant to which there may be issued up to 3,000,000 Units of the Company (3,450,000 if the Underwriters' over-allotment option pursuant to the Underwriting Agreement (as defined in the Declaration) is exercised in full), having a Stated Amount of \$50 per Unit, all of which will initially be Normal Units.

Each Normal Unit will be comprised of (a) a purchase contract (the "Purchase Contract") under which the holder will be required to purchase from the Company, and the Company will be required to sell to such holder, not later than December 16, 2004 (the "Stock Purchase Date"), for \$50.00, a number of shares of common stock, \$2.50 par value per share (the "Common Stock"), of the Company equal to the Settlement Rate (as defined below), and (b) either beneficial ownership of (x) a Preferred Security (as defined below) or (y) following a Tax Event Redemption, or the remarketing of the Preferred Securities in accordance with the Purchase Contract Agreement and the Remarketing Agreement (as defined below), the appropriate Treasury Consideration (as defined in the Purchase Contract Agreement).

In accordance with the terms of the Purchase Contract Agreement, a holder of Normal Units may separate the Preferred Securities or the appropriate Treasury Consideration, as applicable, from the related Purchase Contracts by substituting for such Preferred Securities or the appropriate Treasury Consideration, as the case may be, Treasury Securities (as defined in the Purchase Contract Agreement) that will pay in the aggregate an amount equal to the aggregate Stated Amount (as defined below) of such Normal Units. Upon such separation, the Normal Units will become Stripped Units. Each Stripped Unit will be comprised of (a) a Purchase Contract under which the holder will purchase from the Company not later than the Stock Purchase Date, for \$50.00, a number of shares of Common

Stock of the Company equal to the Settlement Rate and (b) a ¹/₂₀ undivided beneficial interest in a zero-coupon U.S. Treasury Security (CUSIP No. 912803AB9) maturing on November 15, 2004 that will pay \$1,000 on such maturity date (the "Treasury Securities").

Pursuant to the terms of the Declaration (as defined below), Boise Cascade Trust I, a statutory business trust formed under the laws of the State of Delaware (the "Trust"), will issue 3,000,000 (3,450,000 if the Underwriters' over-allotment option pursuant to the Underwriting Agreement is exercised in full) 7.50% Preferred Securities, (the "Preferred Securities") and 7.50% common securities to the Company (the "Common Securities"), in each case having a stated liquidation value equal to the Stated Amount.

Pursuant to the terms of the Purchase Contract Agreement and the Purchase Contracts, the Holders, from time to time, of the Units have irrevocably authorized the Purchase Contract Agent, as attorney-in-fact of such Holders, among other things, to execute and deliver this Agreement on behalf of such Holders and to grant the pledge provided hereby of the Preferred Securities, any Treasury Consideration and any Treasury Securities delivered in exchange therefor to secure each Holder's

obligations under the related Purchase Contract, as provided herein and subject to the terms hereof. Upon such pledge, the Preferred Securities, any Treasury Consideration and the Treasury Securities will be beneficially owned by the Holders but will be owned of record by the Purchase Contract Agent subject to the Pledge hereunder.

Accordingly, the Company, the Collateral Agent, the Securities Intermediary, the Custodial Agent and the Purchase Contract Agent (on its own behalf and as attorney-in-fact of the Holders from time to time of the Units) agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions.** For all purposes of this agreement, except as otherwise expressly provided or unless the context otherwise requires:

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

(b) the words "*herein*," "*hereof*" and "*hereunder*" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;

(c) the following terms have the meanings assigned to them in the Purchase Contract Agreement: (i) Act, (ii) Agent, (iii) Certificate, (iv) Early Settlement, (v) Early Settlement Amount, (vi) Failed Remarketing, (vii) Holder, (viii) Indenture, (ix) Merger Early Settlement, (x) Merger Early Settlement Amount, (xi) Normal Unit, (xii) Opinion of Counsel, (xiii) Outstanding Units, (xiv) Property Trustee, (xv) Redemption Amount, (xvi) Remarketing Agent, (xvii) Remarketing Agreement, (xxviii) Remarketing Date, (xix) Senior Debentures, (xx) Settlement Rate, (xxi) Stated Amount, (xxii) Stripped Unit, (xxiii) Subsequent Remarketing Date, (xxiv) Tax Event Redemption, (xxv) Redemption Date, (xxvi) Treasury Consideration, and (xxvii) Termination Event; and

(d) any other terms used but not defined herein had the meaning ascribed to it in the Amended and Restated Declaration of Trust dated December 5, 2001 among the Company, as depositor, BNY Western Trust Company, as property trustee, and The Bank of New York (Delaware), as Delaware trustee.

"*Agreement*" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

"*Bankruptcy Code*" means Title 11 of the United States Code, or any other law of the United States that from time to time provides a uniform system of bankruptcy laws.

"*Business Day*" means any day that is not a Saturday, Sunday or day on which banking institutions and trust companies in The City of New York or at a place of payment are authorized or required by law, regulation or executive order to close.

"*Code*" has the meaning specified in Section 6.1 hereof.

"*Collateral*" has the meaning specified in Section 2.1 hereof.

"*Collateral Account*" means the securities account (number 161167) maintained at JPMorgan Chase Bank in the name "BNY Western Trust Company", as Purchase Contract Agent on behalf of the holders of certain securities of Boise Cascade Trust I, Collateral Account subject to the security interest of JPMorgan Chase Bank, as Collateral Agent, for the benefit of Boise Cascade Corporation, as pledgee" and any successor account.

"*Collateral Agent*" has the meaning specified in the first paragraph of this Agreement.

"*Common Stock*" has the meaning specified in the Recitals.

"*Company*" means the Person named as the "Company" in the first paragraph of this Agreement until a successor shall have become such, and thereafter "Company" shall mean such successor.

"*Custodial Agent*" has the meaning specified in the first paragraph of this Agreement.

"*Debenture Trustee*" means BNY Western Trust Company, as trustee under the Indenture (as defined in the Purchase Contract Agreement) until a successor is appointed thereunder, and thereafter means such successor trustee.

"*Declaration*" means the Amended and Restated Declaration of Trust, dated as of December 5, 2001 among the Company, as sponsor, the trustees named therein and the holders from time to time of undivided beneficial interests in the assets of the Trust.

"*Intermediary*" means any entity that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

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

"*Pledge*" has the meaning specified in Section 2.1 hereof.

"*Pledged Preferred Securities*" has the meaning specified in Section 2.1 hereof.

"*Pledged Treasury Consideration*" has the meaning specified in Section 2.1 hereof.

"*Pledged Treasury Securities*" has the meaning specified in Section 2.1 hereof.

"*Pledged Securities*" has the meaning specified in Section 2.1 hereof.

"*Preferred Securities*" has the meaning specified in the Recitals.

"*Proceeds*" means all interest, dividends, cash, instruments, securities, financial assets (as defined in Sections 8-102(a)(9) of the Code) and other property from time to time received, receivable or otherwise distributed upon the sale, exchange, collection or disposition of the Collateral or any proceeds thereof.

"*Purchase Contract*" has the meaning specified in the Recitals.

"*Purchase Contract Agent*" has the meaning specified in the first paragraph of this Agreement.

"*Purchase Contract Agreement*" has the meaning specified in the Recitals.

"*Securities Intermediary*" has the meaning specified in the first paragraph of this Agreement.

"*Security Entitlement*" has the meaning set forth in Section 8-102(a) (17) of the Code.

"*Separate Preferred Securities*" means any Preferred Securities that are not Pledged Preferred Securities.

"*Stock Purchase Date*" has the meaning specified in the Recitals.

"*TRADES*" means the Treasury/Reserve Automated Debt Entry System maintained by the Federal Reserve Bank of New York pursuant to the TRADES Regulations.

"*TRADES Regulations*" means the regulations of the United States Department of the Treasury, published at 31 C.F.R. Part 357, as amended from time to time. Unless otherwise defined herein, all terms defined in the TRADES Regulations are used herein as therein defined.

"*Transfer*" means, with respect to the Collateral and in accordance with the instructions of the Collateral Agent, the Purchase Contract Agent or the Holder, as applicable:

(i) in the case of Collateral consisting of securities which cannot be delivered by book-entry or which the parties agree are to be delivered in physical form, delivery in appropriate physical form to the recipient accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient;

(ii) in the case of Collateral consisting of securities maintained in book-entry form by causing a "securities intermediary" (as defined in Section 8-102(a)(14) of the Code) to (a) credit a "security entitlement" (as defined in Section 8-102(a)(17) of the Code) with respect to such securities to a "securities account" (as defined in Section 8-501(a) of the Code) maintained by or on behalf of the recipient and (b) to issue a confirmation to the recipient with respect to such credit. In the case of Collateral to be delivered to the Collateral Agent, the securities intermediary shall be the Securities Intermediary and the securities account shall be the Collateral Account.

"*Treasury Security*" has the meaning specified in the Recitals.

"*Trust*" has the meaning specified in the Recitals.

"*Units*" means the Normal Units and Stripped Units collectively.

ARTICLE II

PLEDGE; CONTROL AND PERFECTION

Section 2.1 **The Pledge.** The Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, and the Purchase Contract Agent, as such attorney-in-fact, hereby pledge and grant to the Collateral Agent, for the benefit of the Company, as collateral security for the performance when due by such Holders of their respective obligations under the related Purchase Contracts, a security interest in all of the right, title and interest of the Purchase Contract Agent and such Holders (a) in (i) the Preferred Securities, Treasury Consideration and Treasury Securities constituting a part of the Units, (ii) any Treasury Securities delivered in exchange for any Preferred Securities or Treasury Consideration, as applicable, in accordance with Section 4.1 hereof, and (iii) any Preferred Securities or Treasury Consideration, as applicable, delivered in exchange for any Treasury Securities in accordance with Section 4.2 hereof, in

each case that have been Transferred to or otherwise received by the Collateral Agent and not released by the Collateral Agent to such Holders under the provisions of this Agreement; (b) in the Collateral Account and all securities, financial assets, security entitlements, cash and other property credited thereto and all Security Entitlements related thereto; (c) in any Senior Debentures delivered to the Collateral Agent upon the occurrence of a liquidation of the Trust as provided in Section 6.2; (d) in the Treasury Consideration purchased on behalf of the Holders of Normal Units by the Collateral Agent upon the occurrence of a Tax Event Redemption as provided in Section 6.2; and (e) all Proceeds of the foregoing (all of the foregoing, collectively, the "Collateral"). Prior to or concurrently with the execution and delivery of this Agreement, the Purchase Contract Agent, on behalf of the initial Holders of the Units, shall cause the Preferred Securities comprising a part of the Normal Units to be Transferred to the Collateral Agent for the benefit of the Company. Such Preferred Securities shall be Transferred by physically delivering such securities to the Securities Intermediary indorsed in blank and causing the Securities Intermediary to credit the Collateral Account with such securities and sending the Collateral Agent a confirmation of the deposit of such securities. Treasury Securities and Treasury Consideration, as applicable, shall be Transferred to the Collateral Account maintained by the Collateral Agent at the Securities Intermediary by book-entry transfer to the Collateral Account in accordance with the TRADES Regulations and other applicable law and by the notation by the Securities Intermediary on its books that a Security

Entitlement with respect to such Treasury Securities or Treasury Consideration has been credited to the Collateral Account. For purposes of perfecting the pledge under applicable law, including, to the extent applicable, the TRADES Regulations or the Uniform Commercial Code as adopted and in effect in any applicable jurisdiction, the Collateral Agent shall be the agent of the Company as provided herein. The pledge provided in this Section 2.1 is herein referred to as the "Pledge" and the Preferred Securities (or the Senior Debentures that are delivered pursuant to Section 6.2 hereof), Treasury Consideration or Treasury Securities subject to the Pledge, excluding any Preferred Securities (or the Senior Debentures that are delivered pursuant to Section 6.2 hereof), Treasury Consideration or Treasury Securities released from the Pledge as provided in Sections 4.1 and 4.2 hereof, respectively, are hereinafter referred to as "*Pledged Preferred Securities*," "*Pledged Treasury Consideration*" or the "*Pledged Treasury Securities*," respectively and collectively the "*Pledged Securities*." Subject to the Pledge and the provisions of Section 2.2 hereof, the Holders from time to time shall have full beneficial ownership of the Collateral. Whenever directed by the Collateral Agent acting on behalf of the Company, the Securities Intermediary shall have the right to reregister the Preferred Securities or any other securities held in physical form in its name.

Except as may be required in order to release Preferred Securities (or if a Tax Event Redemption has occurred, the Treasury Consideration) or Treasury Securities, as applicable, in connection with a Holder's election to convert its investment from a Normal Unit to a Stripped Unit, or except as otherwise required to release Preferred Securities as specified herein, neither the Collateral Agent, the Custodial Agent nor the Securities Intermediary shall relinquish physical possession of any certificate evidencing a Preferred Security (or if a Tax Event Redemption has occurred, the Treasury Consideration) or Treasury Securities prior to the termination of this Agreement. If it becomes necessary for the Securities Intermediary to relinquish physical possession of a certificate in order to release a portion of the Preferred Securities evidenced thereby from the Pledge, the Securities Intermediary shall use its best efforts to obtain physical possession of a replacement certificate evidencing any Preferred Securities remaining subject to the Pledge hereunder registered to it or endorsed in blank within fifteen days of the date it relinquished possession. The Securities Intermediary shall promptly notify the Company and the Collateral Agent of the Securities Intermediary's failure to obtain possession of any such replacement certificate as required hereby.

Section 2.2 Control and Perfection. (a) In connection with the Pledge granted in Section 2.1, and subject to the other provisions of this Agreement, the Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, hereby authorize and direct the Securities Intermediary (without the necessity of obtaining the further consent of the Purchase Contract Agent or any of the Holders), and the Securities Intermediary agrees, to comply with and follow any instructions and entitlement orders (as defined in Section 8-102(a)(8) of the Code) that the Collateral Agent may deliver pursuant to this Agreement or upon the written direction of the Company with respect to the Collateral Account, the Collateral credited thereto and any Security Entitlements with respect to any thereof. In the event the Securities Intermediary receives from the Holders or the Purchase Contract Agent entitlement orders which conflict with entitlement orders received from the Collateral Agent, the Securities Intermediary shall follow the entitlement orders received from the Collateral Agent. Such instructions and entitlement orders may, without limitation, direct the Securities Intermediary to transfer, redeem, assign, or otherwise deliver the Preferred Securities, the Treasury Consideration, the Treasury Securities, and any Security Entitlements with respect thereto or sell, liquidate or dispose of such assets through a broker designated by the Company, and to pay and deliver any income, proceeds or other funds derived therefrom to the Company. The Holders from time to time acting through the Purchase Contract Agent hereby further authorize and direct the Collateral Agent, as agent of the Company, to, upon written direction of the Company, itself issue instructions and entitlement orders, and to otherwise take action, with respect to the Collateral Account, the Collateral credited thereto and any Security Entitlements with respect thereto, pursuant to the terms and provisions hereof, all without the necessity of obtaining the further consent of the Purchase Contract Agent or any of the

Holders. The Collateral Agent shall be the agent of the Company and shall act as directed in writing by the Company. Without limiting the generality of the foregoing, the Collateral Agent shall issue entitlement orders to the Securities Intermediary when and as required by the terms hereof or as directed in writing by the Company.

(b) The Securities Intermediary hereby confirms and agrees that: (i) all securities or other property underlying any financial assets credited to the Collateral Account shall be registered in the name of the Securities Intermediary, or its nominee, indorsed to the Securities Intermediary, or its nominee, or in blank or credited to another Collateral Account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Collateral Account be registered in the name of the Purchase Contract Agent, the Collateral Agent, the Company or any Holder, payable to the order of, or specially indorsed to, the Purchase Contract Agent, the Collateral Agent, the Company or any Holder except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank; (ii) all property delivered to the Securities Intermediary pursuant to this Pledge Agreement (including, without limitation, any Preferred Securities, the Treasury Consideration or Treasury Securities) will be promptly credited to the Collateral Account; (iii) the Collateral Account is an account to which financial assets are or may be credited, and the Securities Intermediary shall, subject to the terms of this Agreement, treat the Purchase Contract Agent as entitled to exercise the rights of any financial asset credited to the Collateral Account; (iv) the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other Person relating to the Collateral Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the Code) of such other Person; and (v) the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Company, the Collateral Agent or the Purchase Contract Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in this Section 2.2 hereof.

(c) The Securities Intermediary hereby agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Collateral Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the Code.

(d) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

(e) The Purchase Contract Agent hereby irrevocably constitutes and appoints the Collateral Agent and the Company, with full power of substitution, as the Purchase Contract Agent's attorney-in-fact to take on behalf of, and in the name, place and stead of, the Purchase Contract Agent and the Holders, any action necessary or desirable to perfect and to keep perfected the security interest in the Collateral referred to in Section 2.1. The grant of such power-of-attorney shall not be deemed to require of the Collateral Agent any specific duties or obligations not otherwise assumed by the Collateral Agent hereunder. Notwithstanding the foregoing, in no event shall the Collateral Agent or Securities Intermediary be responsible for the preparation or filing of any financing or continuation statements in the appropriate jurisdictions or responsible for the maintenance or perfection of any security interest hereunder.

ARTICLE III

DISTRIBUTIONS ON PLEDGED COLLATERAL

So long as the Purchase Contract Agent is the registered owner of the Pledged Preferred Securities or Pledged Treasury Consideration, it shall receive all payments thereon. If the Pledged Preferred Securities are reregistered, such that the Collateral Agent becomes the registered holder, all payments of the Stated Amount of or cash distributions on the Pledged Preferred Securities and all payments of

6

the principal of, or cash distributions on, any Pledged Treasury Consideration or Pledged Treasury Securities, that are received by the Collateral Agent and that are properly payable hereunder shall be paid by the Collateral Agent by wire transfer in same day funds (provided the Collateral Agent has received payment in same day funds):

(i) In the case of (A) quarterly cash distributions on Normal Units which include Pledged Preferred Securities or Pledged Treasury Consideration and (B) any payments with respect to any Preferred Securities or Treasury Consideration, as the case may be, that have been released from the Pledge pursuant to Section 4.3 hereof, to the Purchase Contract Agent, for the benefit of the relevant Holders of the Normal Units, to the account designated by the Purchase Contract Agent for such purpose, no later than 2:00 p.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 10:00 a.m., New York City time, on a Business Day, then such payment shall be made no later than 10:30 a.m., New York City time, on the next succeeding Business Day);

(ii) In the case of any payments with respect to any Treasury Securities that have been released from the Pledge pursuant to Section 4.3 hereof, to the Holders of the Stripped Units to the accounts designated by them in writing for such purpose no later than 2:00 p.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 10 a.m., New York City time, on a Business Day, then such payment shall be made no later than 10:30 a.m., New York City time, on the next succeeding Business Day); and

(iii) In the case of payments in respect of any Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, to be paid upon settlement of such Holder's obligations to purchase Common Stock under the Purchase Contract, to the Company on the Stock Purchase Date in accordance with the procedure set forth in Section 4.5(a) or 4.5(b) hereof, in full satisfaction of the respective obligations of the Holders under the related Purchase Contracts.

All payments received by the Purchase Contract Agent as provided herein shall be applied by the Purchase Contract Agent pursuant to the provisions of the Purchase Contract Agreement. If, notwithstanding the foregoing, the Purchase Contract Agent shall receive any payments of the Stated Amount on account of any Preferred Security or principal of any Treasury Consideration, as applicable, that, at the time of such payment, is a Pledged Preferred Security or Pledged Treasury Consideration, as the case may be, or a Holder of a Stripped Unit shall receive any payments of principal on account of any Treasury Securities that, at the time of such payment, are Pledged Preferred Securities, the Purchase Contract Agent or such Holder shall hold the same as trustee of an express trust for the benefit of the Company (and promptly deliver the same over to the Company) for application to the obligations of the Holders under the related Purchase Contracts, and the Holders shall acquire no right, title or interest in any such payments of Stated Amount or principal so received.

ARTICLE IV

SUBSTITUTION, RELEASE, REPLEDGE AND SETTLEMENT OF PREFERRED SECURITIES

Section 4.1 *Substitution for Preferred Securities or Treasury Consideration and the Creation of Stripped Units.* At any time on or prior to the second Business Day immediately preceding the Stock Purchase Date (unless a Tax Event Redemption has occurred), a Holder of Normal Units shall have the right to substitute Treasury Securities for the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, securing such Holder's obligations under the Purchase Contracts comprising a part of such Normal Units, in integral multiples of 20 Normal Units, or after a remarketing of the Preferred Securities pursuant to the Purchase Contract Agreement, in integral

7

multiples of Normal Units such that Treasury Securities to be deposited and the applicable Treasury Consideration to be released are in integral multiples of \$1,000, by (a) Transferring to the Collateral Agent Treasury Securities having an aggregate principal amount equal to the aggregate Stated Amount of such Normal Units and (b) delivering such Normal Units to the Purchase Contract Agent, accompanied by a notice, substantially in the form of Exhibit B hereto, to the Purchase Contract Agent stating that such Holder has Transferred Treasury Securities to the Collateral Agent pursuant to clause (a) above (stating the principal amount, the maturities and the CUSIP numbers of the Treasury Securities Transferred by such Holder) and requesting that the Purchase Contract Agent instruct the Collateral Agent to release from the Pledge the Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, related to such Normal Units, whereupon the Purchase Contract Agent shall promptly give such instruction to the Collateral Agent in the form provided in Exhibit A; provided, however, that if a Tax Event Redemption has occurred and the Treasury Consideration has become a component of the Normal Units, Holders of Normal Units may make such substitution only in integral multiples of \$1,000 at any time on or prior to the second Business Day immediately preceding the Stock Purchase Date. Upon receipt of Treasury Securities from a Holder of Normal Units and the related instruction from the Purchase Contract Agent, the Collateral Agent shall release the

Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, and shall promptly Transfer such Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, free and clear of any lien, pledge or security interest created hereby, to the Purchase Contract Agent. All items Transferred and/or substituted by any Holder pursuant to this Section 4.1, Section 4.2 or any other Section of this Agreement shall be Transferred and/or substituted free and clear of all liens, claims and encumbrances.

Section 4.2 **Substitution for Treasury Securities and the Creation of Normal Units.** At any time (i) on or prior to the fifth Business Day immediately preceding the Stock Purchase Date (unless a Tax Event Redemption has occurred in), a Holder of Stripped Units shall have the right to reestablish Normal Units (a) consisting of the Purchase Contracts and Preferred Securities in integral multiples of 20 Normal Units, or (b) after a remarketing of the Preferred Securities pursuant to the Purchase Contract Agreement, consisting of the Purchase Contracts and the appropriate Treasury Consideration (identified and calculated by reference to the Treasury Consideration then comprising Normal Units) in integral multiples of Stripped Units such that the Treasury Consideration to be deposited and the Treasury Securities to be released are in integral multiples of \$1,000, by (x) Transferring to the Collateral Agent Preferred Securities or the appropriate Treasury Consideration, as the case may be, then comprising such number of Normal Units as is equal to such Stripped Units and (y) delivering such Stripped Units to the Purchase Contract Agent, accompanied by a notice, substantially in the form of Exhibit B hereto, to the Purchase Contract Agent stating that such Holder has transferred Preferred Securities or Treasury Consideration to the Collateral Agent pursuant to clause (a) above and requesting that the Purchase Contract Agent instruct the Collateral Agent to release from the Pledge the Pledged Treasury Securities related to such Stripped Units, whereupon the Purchase Contract Agent shall give such instruction to the Collateral Agent in the form provided in Exhibit A; provided, however, that if a Tax Event Redemption has occurred and the Treasury Consideration has become a component of the Normal Units, Holders of Stripped Units may make such substitution only in integral multiples of 20 Stripped Units, at any time on or prior to the second Business Day immediately preceding the Stock Purchase Date; and further provided that Holders of Stripped Units may not reestablish Normal Units during the period beginning on the fourth Business Day prior to any Remarketing Date or Subsequent Remarketing Date, as the case may be, and ending at 5:00 p.m., New York City time, on the third Business Day following such dates. Upon receipt of the Preferred Securities or the appropriate Treasury Consideration, as the case may be, from such Holder and the instruction from the Purchase Contract Agent, the Collateral Agent shall release the Pledged Treasury Securities and shall promptly Transfer such Treasury Securities, free and clear of any lien, pledge or security interest created hereby, to the Purchase Contract Agent.

8

Section 4.3 **Termination Event.** Upon receipt by the Collateral Agent of written notice from the Company or the Purchase Contract Agent that there has occurred a Termination Event, the Collateral Agent shall release all Collateral from the Pledge and shall promptly Transfer any Pledged Preferred Securities (or the applicable interest in the Treasury Consideration if a Tax Event Redemption has occurred) and Pledged Treasury Securities to the Purchase Contract Agent for the benefit of the Holders of the Normal Units and the Stripped Units, respectively, free and clear of any lien, pledge or security interest or other interest created hereby.

If such Termination Event shall result from the Company's becoming a debtor under the Bankruptcy Code, and if the Collateral Agent shall for any reason fail promptly to effectuate the release and Transfer of all Pledged Preferred Securities, Pledged Treasury Consideration or of the Pledged Treasury Securities, as the case may be, as provided by this Section 4.3, the Purchase Contract Agent shall (i) use its best efforts to obtain an opinion of a nationally recognized law firm reasonably acceptable to the Collateral Agent to the effect that, as a result of the Company's being the debtor in such a bankruptcy case, the Collateral Agent will not be prohibited from releasing or Transferring the Collateral as provided in this Section 4.3, and shall deliver such opinion to the Collateral Agent within ten days after the occurrence of such Termination Event, and if (y) the Purchase Contract Agent shall be unable to obtain such opinion within ten days after the occurrence of such Termination Event or (z) the Collateral Agent shall continue, after delivery of such opinion, to refuse to effectuate the release and Transfer of all Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, as provided in this Section 4.3, then the Purchase Contract Agent shall within fifteen days after the occurrence of such Termination Event commence an action or proceeding in the court with jurisdiction of the Company's case under the Bankruptcy Code seeking an order requiring the Collateral Agent to effectuate the release and transfer of all Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, as provided by this Section 4.3 or (ii) commence an action or proceeding like that described in subsection (i)(z) hereof within ten days after the occurrence of such Termination Event.

Section 4.4 **Early Settlement; Merger Early Settlement.** Upon written notice to the Collateral Agent by the Purchase Contract Agent that one or more Holders of Units have elected to effect Early Settlement or Merger Early Settlement of their respective obligations under the Purchase Contracts forming a part of such Units in accordance with the terms of the Purchase Contracts and the Purchase Contract Agreement (setting forth the number of such Purchase Contracts as to which such Holders have elected to effect Early Settlement or Merger Early Settlement), and that the Purchase Contract Agent has received from such Holders, and paid to the Company as confirmed in writing by the Company, the related Early Settlement Amounts or Merger Early Settlement Amounts, as the case may be, pursuant to the terms of the Purchase Contracts and the Purchase Contract Agreement and that all conditions to such Early Settlement or Merger Early Settlement, as the case may be, have been satisfied, then the Collateral Agent shall release from the Pledge, (a) Pledged Preferred Securities or Pledged Treasury Consideration, as the case may be, in the case of a Holder of Normal Units or (b) Pledged Treasury Securities, in the case of a Holder of Stripped Units, relating to such Purchase Contracts as to which such Holders have elected to effect Early Settlement or Merger Early Settlement, and shall Transfer all such Pledged Preferred Securities, Pledged Treasury Consideration or Pledged Treasury Securities, as the case may be, free and clear of the Pledge created hereby, to the Purchase Contract Agent for the benefit of the Holders.

Section 4.5 **Remarketing; Application of Proceeds; Settlement.** (a) Pursuant to the Purchase Contract Agreement, the Purchase Contract Agent shall notify, by 10:00 a.m., New York City time, on the fourth Business Day immediately preceding September 16, 2004 or any Subsequent Remarketing Date, as the case may be, the Remarketing Agent and the Collateral Agent of the aggregate number of Preferred Securities comprising part of Normal Units to be remarketed. The Collateral Agent shall, by 10:00 a.m., New York City time, on the fourth Business Day immediately preceding September 16, 2004

9

or any Subsequent Remarketing Date, as the case may be, without any instruction from Holders of Normal Units, deliver (i) the Pledged Preferred Securities to be remarketed to the Remarketing Agent for remarketing and (ii) the remaining Pledged Preferred Securities to the Purchase Contract Agent for distribution to the Holders that have elected not to participate in the remarketing in accordance with the Purchase Contract Agreement. On or prior to the third Business Day following the Remarketing Date or Subsequent Remarketing Date, as the case may be, the Remarketing Agent will deliver the Agent-purchased Treasury Consideration (as defined in the Purchase Contract Agreement) purchased from the proceeds of the remarketing to the Purchase Contract Agent, which shall thereupon deliver such Agent-purchased Treasury Consideration to the Collateral Agent. Upon receipt of the Agent-purchased Treasury Consideration from the Purchase Contract Agent following a successful remarketing, the Collateral Agent, for the benefit of the Company, shall thereupon apply such Treasury Consideration to secure such Holders' obligations under the Purchase Contracts. On the Stock Purchase Date, the Collateral Agent shall apply that portion of the payments received in respect of the Pledged Treasury Consideration equal to the aggregate Stated Amount of the related Normal Units to satisfy in full the

obligations of such Holders of Normal Units to pay the Purchase Price under the related Purchase Contracts. The remaining portion of such Proceeds, if any, shall be distributed by the Collateral Agent to the Purchase Contract Agent for payment to such Holders.

Within three Business Days following a Failed Remarketing, the Preferred Securities delivered to the Remarketing Agent and the Purchase Contract Agent pursuant to Section 4.5(a) shall be returned to the Collateral Agent, together with written notice from the Remarketing Agent of the Failed Remarketing. The Collateral Agent, for the benefit of the Company, shall thereupon apply such Preferred Securities to secure the Normal Units Holders' obligations under the Purchase Contracts. If the Remarketing Agent cannot remarket the Preferred Securities on the Remarketing Date, the Remarketing Agent shall use its commercially reasonable best efforts to attempt to remarket Preferred Securities on each of the two Business Days immediately following the Remarketing Date and, if necessary, on each of the three Business Days immediately preceding November 1, 2004, and if necessary, on each of the three Business Days immediately preceding the Stock Purchase Date in accordance with the remarketing procedures described in Section 5.2(b) of the Purchase Contract Agreement and this Pledge Agreement. If by the Stock Purchase Date the Remarketing Agent has failed to remarket the Preferred Securities at 100.5% of the Remarketing Value (as described in the Purchase Contract Agreement), the Remarketing Agent shall advise the Collateral Agent in writing that it cannot remarket the related Pledged Preferred Securities of such Holders of Normal Units. The Collateral Agent, for the benefit of the Company will, at the written direction of the Company, retain or dispose of the Pledged Preferred Securities in accordance with applicable law and satisfy in full, from any such disposition or retention, such Holders' obligations to pay the Purchase Price for the Common Stock; provided, that if upon a Failed Remarketing, the Collateral Agent exercises such rights for the benefit of the Company with respect to such Pledged Preferred Securities, any accumulated and unpaid distributions on such Pledged Preferred Securities will become payable by the Company to the Purchase Contract Agent for payment to the Holder of the Normal Units to which such Pledged Preferred Securities relates in accordance with the Purchase Contract Agreement.

(b) In the event a Holder of Stripped Units (if a Tax Event Redemption has not occurred) has not made an Early Settlement or Merger Early Settlement of the Purchase Contracts underlying its Stripped Units, such Holder shall be deemed to have elected to pay for the shares of Common Stock to be issued under such Purchase Contracts from the payments received in respect of the related Pledged Treasury Securities. Without receiving any instruction from any such Holder of Stripped Units, the Collateral Agent shall apply such payments to the settlement of such Purchase Contracts on the Stock Purchase Date. In the event the payments received in respect of the related Pledged Treasury Securities are in excess of the aggregate Purchase Price of the Purchase Contracts being settled thereby, the Collateral Agent shall distribute such excess, when received, to the Purchase Contract Agent for the benefit of the Holders.

10

(c) Pursuant to the Remarketing Agreement, on or prior to the fifth Business Day immediately preceding September 16, 2004, but no earlier than the Payment Date immediately preceding September 16, 2004, holders of Separate Preferred Securities may elect to have their Separate Preferred Securities remarketed by delivering their Separate Preferred Securities, together with a notice of such election, substantially in the form of Exhibit C hereto, to the Custodial Agent. On the fourth Business Day prior to September 16, 2004, by 10:00 a.m., New York City time, the Custodial Agent shall notify the Remarketing Agent of the number of such Separate Preferred Securities to be remarketed. The Custodial Agent will hold such Separate Preferred Securities in an account separate from the Collateral Account. A holder of Separate Preferred Securities electing to have its Separate Preferred Securities remarketed will also have the right to withdraw such election by written notice to the Custodial Agent, substantially in the form of Exhibit D hereto, no later than 5:00 p.m., New York City time, on the fifth Business Day immediately preceding September 16, 2004, and any Subsequent Remarketing Date, upon which notice the Custodial Agent will return such Separate Preferred Securities to such holder. No later than 10:00 a.m., New York City, time on the fourth Business Day immediately preceding September 16, 2004, and any Subsequent Remarketing Date, the Custodial Agent will deliver to the Remarketing Agent for remarketing all Separate Preferred Securities delivered to the Custodial Agent pursuant to this Section 4.5(c) and not withdrawn pursuant to the terms hereof prior to such date. The portion of the proceeds from such remarketing equal to the amount calculated in respect of such Separate Preferred Securities as set forth in Section 5.2(b) of the Purchase Contract Agreement will automatically be remitted by the Remarketing Agent to the Custodial Agent for the benefit of the holders of such Separate Preferred Securities. In addition, after deducting as the remarketing fee an amount not exceeding 25 basis points (.25%) of the total proceeds of such remarketing, the Remarketing Agent will remit to the Custodial Agent the remaining portion of the proceeds, if any, for the benefit of such holders. If, despite using its reasonable best efforts, the Remarketing Agent advises the Custodial Agent in writing that there has been a Failed Remarketing, the Remarketing Agent will promptly return such Preferred Securities to the Custodial Agent for redelivery to such holders. In the event of a dissolution of the Trust and the distribution of the Senior Debentures as described in the Declaration, all references to "Separate Preferred Securities" in this Section 4.5(c) shall be deemed to be references to Senior Debentures which are not pledged hereunder or required to be part of the Collateral.

ARTICLE V

VOTING RIGHTS—PREFERRED SECURITIES

The Purchase Contract Agent may exercise, or refrain from exercising, any and all voting and other consensual rights pertaining to the Pledged Preferred Securities or any part thereof for any purpose not inconsistent with the terms of this Agreement and in accordance with the terms of the Purchase Contract Agreement; provided, that the Purchase Contract Agent shall not exercise or, as the case may be, shall not refrain from exercising such right if the Company notifies the Purchase Contract Agent in writing that in its judgment such action would impair or otherwise have a material adverse effect on the value of all or any of the Pledged Preferred Securities; and provided, further, that the Purchase Contract Agent shall give the Company and the Collateral Agent at least five days' prior written notice of the manner in which it intends to exercise, or its reasons for refraining from exercising, any such right. Upon receipt of any notices and other communications in respect of any Pledged Preferred Securities, including notice of any meeting at which holders of Preferred Securities are entitled to vote or solicitation of consents, waivers or proxies of holders of Preferred Securities, the Collateral Agent shall use reasonable efforts to send promptly to the Purchase Contract Agent such notice or communication, and as soon as reasonably practicable after receipt of a written request therefor from the Purchase Contract Agent, execute and deliver to the Purchase Contract Agent such proxies and other instruments in respect of such Pledged Preferred Securities (in form and substance

11

satisfactory to the Collateral Agent) as are prepared by the Purchase Contract Agent with respect to the Pledged Preferred Securities.

ARTICLE VI

RIGHTS AND REMEDIES; TAX EVENT REDEMPTION; DISTRIBUTION OF THE SENIOR DEBENTURES

Section 6.1 **Rights and Remedies of the Collateral Agent.** (a) In addition to the rights and remedies available at law or in equity, after an event of default under the Purchase Contract, the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (or any successor thereto) as in effect in the State of New York from time to time (the "Code") (whether or not the Code is in effect in the jurisdiction where the rights and remedies are asserted) and the TRADES Regulations and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted. Wherever reference is made in this Agreement to any section of the Code, such reference shall be deemed to include a reference to any provision of the Code which is a successor to, or amendment of, such section. Without limiting the generality of the foregoing, such remedies may include, to the extent permitted by applicable law, (i) retention of the Pledged Preferred Securities or other Collateral in full satisfaction of the Holders' obligations under the Purchase Contracts or (ii) sale of the Pledged Preferred Securities or other Collateral in one or more public or private sales at the written direction of the Company.

(b) Without limiting any rights or powers otherwise granted by this Agreement to the Collateral Agent, in the event the Collateral Agent is unable to make payments to the Company on account of any Pledged Treasury Consideration or Pledged Treasury Securities as provided in Article III hereof in satisfaction of the obligations of the Holder of the Units of which such Pledged Treasury Consideration or Pledged Treasury Securities, as applicable, is a part under the related Purchase Contracts, the inability to make such payments shall constitute an event of default hereunder and the Collateral Agent shall have and may exercise, with reference to such Pledged Treasury Securities or such Pledged Treasury Consideration, as applicable, and such obligations of such Holder, any and all of the rights and remedies available to a secured party under the Code and the TRADES Regulations after default by a debtor, and as otherwise granted herein or under any other law.

(c) Without limiting any rights or powers otherwise granted by this Agreement to the Collateral Agent, the Collateral Agent is hereby irrevocably authorized to receive and collect all payments of (i) the Stated Amount of or, cash distributions on, the Pledged Preferred Securities, or (ii) the principal amount of the Pledged Treasury Consideration or Pledged Treasury Securities, subject, in each case, to the provisions of Article III, and as otherwise granted herein.

(d) The Purchase Contract Agent, individually and as attorney-in-fact for each Holder of Units, agrees that, from time to time, upon the written request of the Company or the Collateral Agent (acting upon the written request of the Company), the Purchase Contract Agent or such Holder shall execute and deliver such further documents and do such other acts and things as the Company or the Collateral Agent (acting upon the written request of the Company) may reasonably request in order to maintain the Pledge, and the perfection and priority thereof, and to confirm the rights of the Collateral Agent hereunder. The Purchase Contract Agent shall have no liability to any Holder for executing any documents or taking any such acts requested by the Company or the Collateral Agent (acting upon the written request of the Company) hereunder, except for liability for its own negligent act, its own negligent failure to act, its bad faith or its own willful misconduct.

Section 6.2 **Tax Event Redemption.** Upon the occurrence of a Tax Event Redemption prior to (i) a successful remarketing of the Preferred Securities pursuant to the Remarketing Agreement or (ii) the Stock Purchase Date, the Collateral Agent will, upon the written instruction of the Company

12

and the Purchase Contract Agent, deliver the Pledged Preferred Securities to the Property Trustee on behalf of the Purchase Contract Agent for payment of the Redemption Amount. The Collateral Agent shall, or in the event the Pledged Preferred Securities are registered in the name of the Purchase Contract Agent, the Purchase Contract Agent shall, direct the Property Trustee to pay the Redemption Amount therefor payable on the Redemption Date on or prior to 12:30 p.m., New York City time, such Redemption Amount to be paid by check or wire transfer in immediately available funds at such place and at such account as may be designated by the Collateral Agent. In the event the Collateral Agent receives such Redemption Amount, the Collateral Agent will, at the written direction of the Company, apply the Redemption Amount to purchase, from or at the direction of the Quotation Agent, the Redemption Treasury Portfolio and promptly remit the remaining portion of such Redemption Amount to the Purchase Contract Agent for payment to the Holders of Normal Units. The Collateral Agent shall transfer the Redemption Treasury Portfolio to the Collateral Account in the manner specified herein for Pledged Preferred Securities to secure the obligation of all Holders of Normal Units to purchase Common Stock of the Company under the Purchase Contracts constituting a part of such Normal Units, in substitution for the Pledged Preferred Securities. Thereafter, the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Consideration as it had in respect of the Pledged Preferred Securities, as provided in Articles II, III, IV, V and VI and any reference herein to the Pledged Preferred Securities shall be deemed to be a reference to such Treasury Consideration.

Section 6.3 **Distribution of the Senior Debentures.** Upon the occurrence of a voluntary or involuntary dissolution of the Trust, a principal amount of the Senior Debentures constituting the assets of the Trust and underlying the Preferred Securities equal to the aggregate Stated Amount of the Pledged Preferred Securities shall be delivered to the Collateral Agent in exchange for the Pledged Preferred Securities. In the event the Collateral Agent receives such Senior Debentures in respect of Pledged Preferred Securities upon the occurrence of a voluntary or involuntary dissolution of the Trust, the Collateral Agent shall transfer such Senior Debentures to the Collateral Account in the manner specified herein (including, without limitation, physical delivery thereof as set forth in Section 2.1) for Pledged Preferred Securities to secure the obligations of the Holders of Normal Units to purchase the Company's Common Stock under the related Purchase Contracts. Thereafter, the Collateral Agent shall have such security interests, rights and obligations with respect to such Senior Debentures as it had in respect of the Pledged Preferred Securities as provided in Articles II, III, IV, V and VI hereof, and any reference herein to the Preferred Securities or Pledged Preferred Securities shall be deemed to be referring to such Senior Debentures.

Section 6.4 **Substitutions.** Whenever a Holder has the right to substitute Treasury Securities, Preferred Securities or Treasury Consideration, as the case may be, for Collateral held by the Collateral Agent, such substitution shall not constitute a novation of the security interest created hereby.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES; COVENANTS

Section 7.1 **Representations and Warranties.** The Holders from time to time, acting through the Purchase Contract Agent as their attorney-in-fact (it being understood that the Purchase Contract Agent shall not be liable for any representation or warranty made by or on behalf of a Holder), hereby represent and warrant to the Collateral Agent, which representations and warranties shall be deemed repeated on each day a Holder Transfers Collateral, that:

(a) such Holder has the power to grant a security interest in and lien on the Collateral;

(b) such Holder is the sole beneficial owner of the Collateral and, in the case of Collateral delivered in physical form, is the sole holder of such Collateral and is the sole beneficial owner of, or has the right to Transfer, the Collateral it Transfers to the Collateral Agent, free and clear of

any security interest, lien, encumbrance, call, liability to pay money or other restriction other than the security interest and lien granted under Section 2.1 hereof;

(c) upon the Transfer of the Collateral to the Collateral Account, the Collateral Agent, for the benefit of the Company, will have a valid and perfected first priority security interest therein (assuming that any central clearing operation or any Intermediary or other entity not within the control of the Holder involved in the Transfer of the Collateral, including the Collateral Agent, gives the notices and takes the action required of it hereunder and under applicable law for perfection of that interest and assuming the establishment and exercise of control pursuant to Section 2.2 hereof); and

(d) the execution and performance by the Holder of its obligations under this Agreement will not result in the creation of any security interest, lien or other encumbrance on the Collateral other than the security interest and lien granted under Section 2.1 hereof or violate any provision of any existing law or regulation applicable to it or of any mortgage, charge, pledge, indenture, contract or undertaking to which it is a party or which is binding on it or any of its assets.

Section 7.2 **Covenants.** The Holders from time to time, acting through the Purchase Contract Agent as their attorney-in-fact (it being understood that the Purchase Contract Agent shall not be liable for any covenant made by or on behalf of a Holder), hereby covenant to the Collateral Agent that for so long as the Collateral remains subject to the Pledge:

(a) neither the Purchase Contract Agent nor such Holders will create or purport to create or allow to subsist any mortgage, charge, lien, pledge or any other security interest whatsoever over the Collateral or any part of it other than pursuant to this Agreement; and

(b) neither the Purchase Contract Agent nor such Holders will sell or otherwise dispose (or attempt to dispose) of the Collateral or any part of it except for the beneficial interest therein, subject to the pledge hereunder, transferred in connection with the Transfer of the Units.

ARTICLE VIII

THE COLLATERAL AGENT

Section 8.1 **Appointment, Powers and Immunities.** The Collateral Agent shall act as Agent for the Company hereunder with such powers as are specifically vested in the Collateral Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Each of the Collateral Agent, the Custodial Agent and the Securities Intermediary: (a) shall have no duties or responsibilities except those expressly set forth in this Agreement and no implied covenants or obligations shall be inferred from this Agreement against any of them, nor shall any of them be bound by the provisions of any agreement by any party hereto beyond the specific terms hereof; (b) shall not be responsible for any recitals contained in this Agreement, or in any certificate or other document referred to or provided for in, or received by it under, this Agreement, the Units or the Purchase Contract Agreement, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement (other than as against the Collateral Agent), the Units or the Purchase Contract Agreement or any other document referred to or provided for herein or therein or for any failure by the Company or any other Person (except the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be) to perform any of its obligations hereunder or thereunder or for the perfection, priority or, except as expressly required hereby, existence, validity, perfection or maintenance of any security interest created hereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder (except in the case of the Collateral Agent, pursuant to directions furnished under Section 8.2 hereof, subject to Section 8.6 hereof); (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document or instrument referred to or provided for herein or in connection herewith or therewith, except for its

own negligence, bad faith or willful misconduct; and (e) shall not be required to advise any party as to selling or retaining, or taking or refraining from taking any action with respect to, the Units or other property deposited hereunder. Subject to the foregoing, during the term of this Agreement, the Collateral Agent shall take all reasonable action in connection with the safekeeping and preservation of the Collateral hereunder.

No provision of this Agreement shall require the Collateral Agent, the Custodial Agent or the Securities Intermediary to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. In no event shall the Collateral Agent, the Custodial Agent or the Securities Intermediary be liable for any amount in excess of the value of the Collateral or for any special, indirect, individual or consequential damages or lost profits or loss of business, arising in connection with this Agreement. Notwithstanding the foregoing, the Collateral Agent, the Custodial Agent, the Purchase Contract Agent and Securities Intermediary, each in its individual capacity, hereby waive any right of setoff, bankers lien, liens or perfection rights as securities intermediary or any counterclaim with respect to any of the Collateral.

None of the Collateral Agent, the Custodial Agent or the Securities Intermediary shall have any liability whatsoever for the action or inaction of any book-entry system or any clearing corporation. In no event shall any book-entry system or any clearing corporation be deemed an agent or subcustodian of the Collateral Agent, Custodial Agent and Securities Intermediary. The Collateral Agent, the Custodial Agent and the Securities Intermediary shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 8.2 **Instructions of the Company.** The Company shall have the right, by one or more instruments in writing executed and delivered to the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, to direct the time, method and place of conducting any proceeding for the realization of any right or remedy available to the Collateral Agent, or of exercising any power conferred on the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, or to direct the taking or refraining from taking of any action authorized by this Agreement; provided, however, that (i) such direction shall not conflict with the provisions of any law or of this Agreement and (ii) the Collateral Agent, the Custodial Agent and the Securities Intermediary shall receive indemnity satisfactory to it as provided herein. Nothing in this Section 8.2 shall impair the right of the Collateral Agent in its discretion to take any action or omit to take any action which it deems proper and which is not inconsistent with such direction.

Section 8.3 **Reliance by Collateral Agent.** Each of the Securities Intermediary, the Custodial Agent and the Collateral Agent shall be entitled conclusively to rely upon any certification, order, judgment, opinion, notice or other communication (including, without limitation, any thereof by telephone or facsimile) reasonably believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons (without being required to determine the correctness of any fact stated therein), and upon advice and statements of legal counsel and other experts selected by the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be. As to any matters not expressly provided for by this Agreement, the Collateral Agent, the Custodial Agent and the Securities Intermediary shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions given by the Company in accordance with this Agreement.

15

Section 8.4 **Rights in Other Capacities.** The Collateral Agent, the Custodial Agent and the Securities Intermediary and their affiliates may (without having to account therefor to the Company) accept deposits from, lend money to, make their investments in and generally engage in any kind of banking, trust or other business with the Purchase Contract Agent, any Holder of Units and any holder of Separate Preferred Securities (and any of their respective subsidiaries or affiliates) as if it were not acting as the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, and the Collateral Agent, the Custodial Agent and the Securities Intermediary and their affiliates may accept fees and other consideration from the Purchase Contract Agent, any Holder of Units or any holder of Separate Preferred Securities without having to account for the same to the Company; provided that each of the Securities Intermediary, the Custodial Agent and the Collateral Agent covenants and agrees with the Company that it shall not accept, receive or permit there to be created in favor of itself (and waives any right of set-off or banker's lien with respect to) and shall take no affirmative action to permit there to be created in favor of any other Person, any security interest, lien or other encumbrance of any kind in or upon the Collateral and the Collateral shall not be commingled with any other assets of any such Person.

Section 8.5 **Non-Reliance on Collateral Agent.** None of the Securities Intermediary, the Custodial Agent or the Collateral Agent shall be required to keep itself informed as to the performance or observance by the Purchase Contract Agent or any Holder of Units of this Agreement, the Purchase Contract Agreement, the Units or any other document referred to or provided for herein or therein or to inspect the properties or books of the Purchase Contract Agent or any Holder of Units. The Collateral Agent, the Custodial Agent and the Securities Intermediary shall not have any duty or responsibility to provide the Company or the Remarketing Agent with any credit or other information concerning the affairs, financial condition or business of the Purchase Contract Agent, any Holder of Units or any holder of Separate Preferred Securities (or any of their respective subsidiaries or affiliates) that may come into the possession of the Collateral Agent, the Custodial Agent or the Securities Intermediary or any of their respective affiliates.

Section 8.6 **Compensation and Indemnity.** The Company agrees: (i) to pay each of the Collateral Agent and the Custodial Agent from time to time such compensation as shall be agreed in writing between the Company and the Collateral Agent or the Custodial Agent, as the case may be, for all services rendered by each of them hereunder and (ii) to indemnify the Collateral Agent, the Custodial Agent and the Securities Intermediary for, and to hold each of them harmless from and against, any loss, liability or reasonable out-of-pocket expense incurred without gross negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of its powers and duties under this Agreement, including the reasonable out-of-pocket costs and expenses (including reasonable fees and expenses of counsel) of defending itself against any claim or liability in connection with the exercise or performance of such powers and duties or collecting such amounts. The Collateral Agent, the Custodial Agent and the Securities Intermediary shall each promptly notify the Company of any third party claim which may give rise to the indemnity hereunder and give the Company the opportunity to participate in the defense of such claim with counsel reasonably satisfactory to the indemnified party, and no such claim shall be settled without the written consent of the Company, which consent shall not be unreasonably withheld.

Section 8.7 **Failure to Act.** In the event of any ambiguity in the provisions of this Agreement or any dispute between or conflicting claims by or among the parties hereto or any other Person with respect to any funds or property deposited hereunder, the Collateral Agent and the Custodial Agent shall be entitled, after prompt notice to the Company and the Purchase Contract Agent, at its sole option, to refuse to comply with any and all claims, demands or instructions with respect to such property or funds so long as such dispute or conflict shall continue, and neither the Collateral Agent nor the Custodial Agent shall be or become liable in any way to any of the parties hereto for its failure or refusal to comply with such conflicting claims, demands or instructions. The Collateral Agent and

16

the Custodial Agent shall be entitled to refuse to act until either (i) such conflicting or adverse claims or demands shall have been finally determined by a court of competent jurisdiction or settled by agreement between the conflicting parties as evidenced in a writing, satisfactory to the Collateral Agent or the Custodial Agent, as the case may be, or (ii) the Collateral Agent or the Custodial Agent, as the case may be, shall have received security or an indemnity satisfactory to the Collateral Agent or the Custodial Agent, as the case may be, sufficient to save the Collateral Agent or the Custodial Agent, as the case may be, harmless from and against any and all loss, liability or reasonable out-of-pocket expense which the Collateral Agent or the Custodial Agent, as the case may be, may incur by reason of its acting without bad faith, willful misconduct or gross negligence. The Collateral Agent or the Custodial Agent may in addition elect to commence an interpleader action or seek other judicial relief or orders as the Collateral Agent or the Custodial Agent, as the case may be, may deem necessary. Notwithstanding anything contained herein to the contrary, neither the Collateral Agent nor the Custodial Agent shall be required to take any action that is in its opinion contrary to law or to the terms of this Agreement, or which would in its opinion subject it or any of its officers, employees or directors to liability.

Section 8.8 **Resignation of Collateral Agent.** Subject to the appointment and acceptance of a successor Collateral Agent or Custodial Agent as provided below, (a) the Collateral Agent and the Custodial Agent may resign at any time by giving notice thereof to the Company and the Purchase Contract Agent as attorney-in-fact for the Holders of Units, (b) the Collateral Agent and the Custodial Agent may be removed at any time for any reason by the Company and (c) if the Collateral Agent or the Custodial Agent fails to perform any of its material obligations hereunder in any material respect for a period of not less than 20 days after receiving written notice of such failure by the Purchase Contract Agent and such failure shall be continuing, the Collateral Agent or the Custodial Agent may be removed by the Purchase Contract Agent. The Purchase Contract Agent shall promptly notify the Company of any removal of the Collateral Agent pursuant to clause (c) of the immediately preceding sentence. Upon any such resignation or removal, the Company shall have the right to appoint a successor Collateral Agent or Custodial Agent, as the case may be. If no successor Collateral Agent or Custodial Agent, as the case may be, shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Collateral Agent's or Custodial Agent's giving of notice of resignation or such removal, then the retiring Collateral Agent or Custodial Agent, as the case may be, may at the Company's expense petition any court of competent jurisdiction for the appointment of a successor Collateral Agent or Custodial Agent, as the case may be. Each of the Collateral Agent and the Custodial Agent shall be a bank which has an office in New York, New York with a combined capital and surplus of at least \$50,000,000. Upon the acceptance of any appointment as Collateral Agent or Custodial Agent, as the case may be, hereunder by a successor Collateral Agent or Custodial Agent, as the case may be, such successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent or Custodial Agent, as the case may be, and the retiring Collateral Agent or Custodial Agent, as the case may be, shall take all appropriate action to transfer any money and property held by it hereunder (including the Collateral) to such successor. The retiring Collateral Agent or Custodial Agent shall, upon such succession, be discharged from its duties and obligations as Collateral Agent

or Custodial Agent hereunder. After any retiring Collateral Agent's or Custodial Agent's resignation hereunder as Collateral Agent or Custodial Agent, the provisions of this Section 8.8 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Collateral Agent or Custodial Agent. Any resignation or removal of the Collateral Agent hereunder shall be deemed for all purposes of this Agreement as the simultaneous resignation or removal of the Custodial Agent and the Securities Intermediary.

Section 8.9 **Right to Appoint Agent or Advisor.** The Collateral Agent shall have the right to appoint agents or advisors in connection with any of its duties hereunder, and the Collateral Agent shall not be liable for any action taken or omitted by, or in reliance upon the advice of, such agents or

advisors selected in good faith. The appointment of agents (other than legal counsel) pursuant to this Section 8.9 shall be subject to prior consent of the Company, which consent shall not be unreasonably withheld.

Section 8.10 **Survival.** The provisions of this Article VIII shall survive termination of this Agreement and the resignation or removal of the Collateral Agent or the Custodial Agent.

Section 8.11 **Exculpation.** Anything in this Agreement to the contrary notwithstanding, in no event shall any of the Collateral Agent, the Custodial Agent or the Securities Intermediary or their officers, employees or agents be liable under this Agreement to any third party for indirect, special, punitive or consequential loss or damage of any kind whatsoever, including lost profits, whether or not the likelihood of such loss or damage was known to the Collateral Agent, the Custodial Agent or the Securities Intermediary, or any of them, incurred without any act or deed that is found to be attributable to gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, the Custodial Agent or the Securities Intermediary.

ARTICLE IX AMENDMENT

Section 9.1 **Amendment Without Consent of Holders.** Without the consent of any Holders or the holders of any Separate Preferred Securities, the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, at any time and from time to time, may amend this Agreement, in form satisfactory to the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, for any of the following purposes:

- (a) to evidence the succession of another Person to the Company, and the assumption by any such successor of the covenants of the Company; or
- (b) to add to the covenants of the Company for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company so long as such covenants or such surrender do not adversely affect the validity, perfection or priority of the security interests granted or created hereunder; or
- (c) to evidence and provide for the acceptance of appointment hereunder by a successor Collateral Agent, Securities Intermediary or Purchase Contract Agent; or
- (d) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other such provisions herein, or to make any other provisions with respect to such matters or questions arising under this Agreement, provided such action shall not adversely affect the interests of the Holders.

Section 9.2 **Amendment with Consent of Holders.** With the consent of the Holders of not less than a majority of the Units at the time outstanding, by Act of said Holders delivered to the Company, the Purchase Contract Agent or the Collateral Agent, as the case may be, the Company, when duly authorized, the Purchase Contract Agent, the Collateral Agent, the Custodial Agent and the Securities Intermediary may amend this Agreement for the purpose of modifying in any manner the provisions of this Agreement or the rights of the Holders in respect of the Units; provided, however, that no such supplemental agreement shall, without the consent of the Holder of each Outstanding Unit adversely affected thereby, (a) change the amount or type of Collateral underlying a Unit (except for the rights of holders of Normal Units to substitute the Treasury Securities for the Pledged Preferred Securities or the Pledged Treasury Consideration, as the case may be, or the rights of Holders of Stripped Units to substitute Preferred Securities or the appropriate Treasury Consideration, as applicable, for the Pledged Treasury Securities), impair the right of the Holder of any Unit to receive distributions on the underlying Collateral or otherwise adversely affect the Holder's rights in or to such Collateral; or

(b) otherwise effect any action that would require the consent of the Holder of each Outstanding Unit affected thereby pursuant to the Purchase Contract Agreement if such action were effected by an agreement supplemental thereto; or (c) reduce the percentage of Purchase Contracts the consent of whose Holders is required for any such amendment.

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

Section 9.3 **Execution of Amendments.** In executing any amendment permitted by this Article IX, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent shall receive and (subject to Section 6.1 hereof, with respect to the Collateral Agent, and Section 7.1 of the Purchase Contract Agreement, with respect to the Purchase Contract Agent) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent, if any, to the execution and delivery of such amendment have been satisfied and, in the case of an amendment pursuant to Section 9.1, that such amendment does not adversely affect the validity, perfection or priority of the security interests granted or created hereunder.

Section 9.4 **Effect of Amendments.** Upon the execution of any amendment under this Article IX, this Agreement shall be modified in accordance therewith, and such amendment shall form a part of this Agreement for all purposes; and every Holder of Units theretofore or thereafter authenticated, executed on behalf of the Holders and delivered under the Purchase Contract Agreement shall be bound thereby.

Section 9.5 **Reference to Amendments.** Unit certificates authenticated, executed on behalf of the Holders and delivered after the execution of any amendment pursuant to this Section may, and shall if required by the Collateral Agent or the Purchase Contract Agent, bear a notation in form approved by the Purchase Contract Agent and the Collateral Agent as to any matter provided for in such amendment. If the Company shall so determine, new Unit certificates so modified as to conform, in the opinion of the Collateral Agent, the Purchase Contract Agent and the Company, to any such amendment may be prepared and executed by the Company and authenticated, executed on behalf of the Holders and delivered by the Purchase Contract Agent in accordance with the Purchase Contract Agreement in exchange for outstanding Unit certificates.

ARTICLE X

MISCELLANEOUS

Section 10.1 **No Waiver.** No failure on the part of any party hereto or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any party hereto or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

Section 10.2 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS. Without limiting the foregoing, the above choice of law is expressly agreed to by the Securities Intermediary, the Collateral Agent, the Custodial Agent and the Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, in connection with the establishment and maintenance of the Collateral Account, which law, for purposes of the Code, shall be deemed to be the law governing all security entitlements related thereto. In addition, such parties agree that, for purposes of the Code, New York shall be the Securities Intermediary's jurisdiction. The Company, the Collateral Agent and the Holders

19

from time to time of the Units, acting through the Purchase Contract Agent as their attorney-in-fact, hereby submit to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York state court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. The Company, the Collateral Agent and the Holders from time to time of the Units, acting through the Purchase Contract Agent as their attorney-in-fact, irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

Section 10.3 **Notices.** Unless otherwise stated herein, all notices, requests, consents and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under, this Agreement) shall be given or made in writing (including, without limitation, by telecopy) delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof or, as to any party, at such other address as shall be designated by such party in a notice to the other parties. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when personally delivered or, in the case of a mailed notice or notice transmitted by telecopier, upon receipt, in each case given or addressed as aforesaid.

Section 10.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, and the Holders from time to time of the Units, by their acceptance of the same, shall be deemed to have agreed to be bound by the provisions hereof and to have ratified the agreements of, and the grant of the Pledge hereunder by, the Purchase Contract Agent.

Section 10.5 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 10.6 **Severability.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 10.7 **Expenses, Etc.** The Company agrees to reimburse the Collateral Agent, the Securities Intermediary and the Custodial Agent for: (a) all reasonable out-of-pocket costs and expenses of the Collateral Agent, the Securities Intermediary and the Custodial Agent (including, without limitation, the reasonable fees and expenses of counsel to the Collateral Agent and the Securities Intermediary and the Custodial Agent), in connection with (i) the negotiation, preparation, execution and delivery or performance of this Agreement and (ii) any modification, supplement or waiver of any of the terms of this Agreement; (b) all reasonable costs and expenses of the Collateral Agent (including, without limitation, reasonable fees and expenses of counsel) in connection with (i) any enforcement or proceedings resulting or incurred in connection with causing any Holder of Units to satisfy its obligations under the Purchase Contracts forming a part of the Units, and (ii) the enforcement of this Section 10.7; and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or any other document referred to herein and all costs, expenses, taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated hereby.

20

Section 10.8 **Security Interest Absolute.** All rights of the Collateral Agent and security interests hereunder, and all obligations of the Holders from time to time hereunder, shall be absolute and unconditional irrespective of:

- (a) any lack of validity or enforceability of any provision of the Purchase Contracts or the Units or any other agreement or instrument relating thereto;
- (b) any change in the time, manner or place of payment of, or any other term of, or any increase in the amount of, all or any of the obligations of Holders of Units under the related Purchase Contracts, or any other amendment or waiver of any term of, or any consent to any departure from any requirement of, the Purchase Contract Agreement or any Purchase Contract or any other agreement or instrument relating thereto; or

(c) any other circumstance which might otherwise constitute a defense available to, or discharge of, a borrower, a guarantor or a pledgor.

Section 10.9 *Waiver of Jury Trial*. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[* * * SIGNATURES TO FOLLOW * * *]

21

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

BOISE CASCADE CORPORATION

By: _____

Name: _____

Title: _____

Address for Notices:

Boise Cascade Corporation
1111 West Jefferson Street
Boise, Idaho 83728-0001
Attention: Chief Financial Officer
Telecopy: (208) 384-6161

BNY WESTERN TRUST COMPANY, as
Purchase Contract Agent and as attorney-in-fact of the
Holders from time to time of the Units

By: _____

Name: _____

Title: _____

Address for Notices:

601 Union Street
Suite 1720
Seattle, Washington 98101
Attention: Corporate Trust
Telecopy: (206) 667-8905

JPMORGAN CHASE BANK, as Collateral
Agent, Custodial Agent and as Securities Intermediary

By: _____

Name: _____

Title: _____

Address for Notices:

450 West 33rd Street
New York, New York 10001
Attention: Institutional Trust Services
Telecopy: (212) 946-8154

22

EXHIBIT A
INSTRUCTION FROM PURCHASE CONTRACT
AGENT TO COLLATERAL AGENT

450 West 33rd Street
New York, New York 10001
Attention: Institutional Trust Services

Re: 7.50% Adjustable Conversion-rate Equity Security Units of Boise Cascade Corporation (the "Company"), and Boise Cascade Trust I

We hereby notify you in accordance with Section [4.1] [4.2] of the Pledge Agreement, dated as of December 5, 2001, (the "Pledge Agreement") among the Company, yourselves, as Collateral Agent, Custodial Agent and Securities Intermediary and ourselves, as Purchase Contract Agent and as attorney-in-fact for the holders of [Normal Units] [Stripped Units] from time to time, that the holder of Units listed below (the "Holder") has elected to substitute [\$ aggregate principal amount of Treasury Securities (CUSIP No.)] [\$ stated liquidation amount of Preferred Securities or \$ principal amount of Treasury Consideration (CUSIP No.)] in exchange for the related [Pledged Preferred Securities or Pledged Treasury Consideration] [Pledged Treasury Securities] held by you in accordance with the Pledge Agreement and has delivered to us a notice stating that the Holder has Transferred [Treasury Securities] [Preferred Securities or the Treasury Consideration] to you, as Collateral Agent. We hereby instruct you, upon receipt of such [Pledged Treasury Securities] [Pledged Preferred Securities or Pledged Treasury Consideration], to release the [Preferred Securities or the Treasury Consideration] [Treasury Securities] related to such [Normal Units] [Stripped Units] to us in accordance with the Holder's instructions. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

BNY WESTERN TRUST COMPANY

By: _____

Name: _____

Title: _____

Please print name and address of Registered Holder electing to substitute [Treasury Securities] [Preferred Securities or Treasury Consideration] for the [Pledged Preferred Securities or the Pledged Treasury Consideration] [Pledged Treasury Securities]:

Name: _____

Address: _____

Social Security or other Taxpayer Identification Number, if any: _____

A-1

**EXHIBIT B
INSTRUCTION TO PURCHASE CONTRACT AGENT**

BNY Western Trust Company
601 Union Street
Suite 1720
Seattle, Washington 98101
Attention: Corporate Trust

Re: 7.50% Adjustable Conversion-rate Equity Security Units of Boise Cascade Corporation (the "Company"), and Boise Cascade Trust I

The undersigned Holder hereby notifies you that it has delivered to JPMorgan Chase Bank, as Collateral Agent, [\$ aggregate principal amount of Treasury Securities (CUSIP No. 912803AB9)] [\$ aggregate stated liquidation amount of Preferred Securities or \$ principal amount of Treasury Consideration (CUSIP No.)] in exchange for the related [Pledged Preferred Securities or Pledged Treasury Consideration] [Pledged Treasury Securities] held by the Collateral Agent, in accordance with Section 4.1 of the Pledge Agreement, dated as of December 5, 2001 (the "Pledge Agreement"), between you, the Company and the Collateral Agent. The undersigned Holder hereby instructs you to instruct the Collateral Agent to release to you on behalf of the undersigned Holder the [Pledged Preferred Securities or the Pledged Treasury Consideration] [Pledged Treasury Securities] related to such [Normal Units] [Stripped Units]. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

Signature

Signature Guarantee: _____

Please print name and address of Registered Holder:

Name: _____

Address: _____

Social Security or other Taxpayer Identification Number, if any: _____

B-1

EXHIBIT C
INSTRUCTION TO CUSTODIAL AGENT REGARDING REMARKETING

JPMorgan Chase Bank
as Collateral Agent
450 West 33rd Street
New York, New York 10001
Attention: Institutional Trust Services

Re: Preferred Securities of Boise Cascade Trust I

The undersigned hereby notifies you in accordance with Section 4.5(c) of the Pledge Agreement, dated as of December 5, 2001 (the "Pledge Agreement"), among the Company, yourselves, as Collateral Agent, Securities Intermediary and Custodial Agent, and BNY Western Trust Company, as Purchase Contract Agent and as attorney-in-fact for the Holders of Normal Units and Stripped Units from time to time, that the undersigned elects to deliver [\$] stated liquidation amount of Preferred Securities for delivery to the Remarketing Agent on the fourth Business Day immediately preceding the Remarketing Date or any Subsequent Remarketing Date for remarketing pursuant to Section 4.5(c) of the Pledge Agreement. The undersigned will, upon request of the Remarketing Agent, execute and deliver any additional documents deemed by the Remarketing Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Preferred Securities tendered hereby.

The undersigned hereby instructs you, upon receipt of the proceeds of such remarketing from the Remarketing Agent, net of amounts payable to the Remarketing Agent in accordance with the Pledge Agreement, to deliver such proceeds to the undersigned in accordance with the instructions indicated herein under "A. Payment Instructions." The undersigned hereby instructs you, in the event of Failed Remarketing, upon receipt of the Preferred Securities tendered herewith from the Remarketing Agent, to be delivered to the person(s) and the address(es) indicated herein under "B. Delivery Instructions."

With this notice, the undersigned hereby (i) represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Preferred Securities tendered hereby and that the undersigned is the record owner of any Preferred Securities tendered herewith in physical form or a participant in The Depository Trust Company ("DTC") and the beneficial owner of any Preferred Securities tendered herewith by book-entry transfer to your account at DTC and (ii) agrees to be bound by the terms and conditions of Section 4.5(c) of the Pledge Agreement. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

By: _____

Name: _____

Title: _____

Signature Guarantee: _____

Name: _____

Address: _____

C-1

Social Security or other Taxpayer Identification Number, if any: _____

A. PAYMENT INSTRUCTIONS

Proceeds of the remarketing should be paid by check in the name of the person(s) set forth below and mailed to the address set forth below.

Name(s) _____
(Please Print)

Address _____
(Please Print) (Zip Code)

Tax Identification or Social Security Number: _____

B. DELIVERY INSTRUCTIONS

In the event of a Failed Remarketing, Preferred Securities which are in physical form should be delivered to the person(s) set forth below and mailed to the address set forth below.

Name(s) _____
(Please Print)

Address _____
(Please Print) (Zip Code)

Tax Identification or Social Security Number: _____

In the event of a Failed Remarketing, Preferred Securities which are in book-entry form should be credited to the account at The Depository Trust Company set forth below.

DTC Account Number: _____
Name of Account Party: _____

C-2

**EXHIBIT D
INSTRUCTION TO CUSTODIAL AGENT REGARDING
WITHDRAWAL FROM REMARKETING**

JPMorgan Chase Bank
as Collateral Agent
450 West 33rd Street
New York, New York 10001
Attention: Institutional Trust Services

Re: Preferred Securities of Boise Cascade Trust I

The undersigned hereby notifies you in accordance with Section 4.5(c) of the Pledge Agreement, dated as of December 5, 2001 (the "Pledge Agreement"), among yourselves, as Collateral Agent, Securities Intermediary and Custodial Agent and BNY Western Trust Company, as Purchase Contract Agent and as attorney-in-fact for the Holders of Normal Units and Stripped Units from time to time, that the undersigned elects to withdraw the [\$] aggregate stated liquidation amount of Preferred Securities delivered to the Custodial Agent on _____, 2004 for remarketing pursuant to Section 4.5(c) of the Pledge Agreement. The undersigned hereby instructs you to return such Preferred Securities to the undersigned in accordance with the undersigned's instructions. With this notice, the Undersigned hereby agrees to be bound by the terms and conditions of Section 4.5(c) of the Pledge Agreement. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

By: _____

Name: _____

Title: _____

Signature Guarantee: _____

Name: _____

Social Security or other Taxpayer Identification Number, if any: _____

Address: _____

D-1

A. DELIVERY INSTRUCTIONS

In the event of a Failed Remarketing, Preferred Securities which are in physical form should be delivered to the person(s) set forth below and mailed to the address set forth below.

Name(s) _____
(Please Print)

Address _____
(Please Print) (Zip Code)

Tax Identification or Social Security Number: _____

In the event of a Failed Remarketing, Preferred Securities which are in book-entry form should be credited to the account at The Depository Trust Company set forth below.

DTC Account Number: _____
Name of Account Party: _____

D-2

QuickLinks

[PLEDGE AGREEMENT](#)

[RECITALS](#)

[ARTICLE I DEFINITIONS](#)

[ARTICLE II PLEDGE; CONTROL AND PERFECTION](#)

[ARTICLE III DISTRIBUTIONS ON PLEDGED COLLATERAL](#)

[ARTICLE IV SUBSTITUTION, RELEASE, REPLEDGE AND SETTLEMENT OF PREFERRED SECURITIES](#)

[ARTICLE V VOTING RIGHTS—PREFERRED SECURITIES](#)

[ARTICLE VI RIGHTS AND REMEDIES; TAX EVENT REDEMPTION; DISTRIBUTION OF THE SENIOR DEBENTURES](#)

[ARTICLE VII REPRESENTATIONS AND WARRANTIES; COVENANTS](#)

[ARTICLE VIII THE COLLATERAL AGENT](#)

[ARTICLE IX AMENDMENT](#)

[ARTICLE X MISCELLANEOUS](#)

[EXHIBIT A INSTRUCTION FROM PURCHASE CONTRACT AGENT TO COLLATERAL AGENT](#)

[EXHIBIT B INSTRUCTION TO PURCHASE CONTRACT AGENT](#)

[EXHIBIT C INSTRUCTION TO CUSTODIAL AGENT REGARDING REMARKETING](#)

[EXHIBIT D INSTRUCTION TO CUSTODIAL AGENT REGARDING WITHDRAWAL FROM REMARKETING](#)