Section 1: 8-K (8-K)

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 (Date of earliest event reported): May 29, 2019

INTERDIGITAL, INC.
(Exact name of Registrant as Specified in Charter)

Pennsylvania	1-33579	82-4936666
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

200 Bellevue Parkway, Suite 300
Wilmington, Delaware 19809-3727
(Address of principal executive offices, Zip code)

(302) 281-3600
Registrant's telephone number, including area code

Not Applicable
Former Name or Former Address, if Changed Since Last Report

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	**IDCC**	**NASDAQ Stock Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

Indenture

On June 3, 2019, InterDigital, Inc. (the "Company") entered into an indenture (the "Indenture"), by and between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Pursuant to the Indenture, the Company issued $400 million in aggregate principal amount of 2.00% Senior Convertible Notes due 2024 (the "Notes"). The Notes bear interest at a rate of 2.00% per year, payable semi-annually in arrears in cash on June 1 and December 1 of each year. The Notes will mature on June 1, 2024, unless earlier converted or repurchased.

The Notes will be convertible into cash, shares of the Company's common stock ("Common Stock") or a combination thereof, at the Company's election, at an initial conversion rate of 12.3018 shares of Common Stock per $1,000 principal amount of Notes (which is equivalent to an initial conversion price of approximately $81.29 per share). The conversion rate, and thus the conversion price, may be adjusted under certain circumstances, including in connection with conversions made following fundamental changes and under other circumstances as set forth in the Indenture.

Prior to 5:00 p.m., New York City time, on the business day immediately preceding March 1, 2024, the Notes will be convertible only under the following circumstances: (1) on any date during any calendar quarter (and only during such calendar quarter) beginning after September 30, 2019 if the closing sale price of the Common Stock was more than 130% of the applicable conversion price on each applicable trading day for at least 20 trading days (whether or not consecutive) in the period of the 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter; (2) if the Company distributes to all or substantially all holders of the Common Stock any rights, options or warrants (other than in connection with a stockholder rights plan prior to separation of such rights from the shares of the Common Stock) entitling them to purchase, for a period of 45 calendar days or less from the issuance date for such distribution, shares of Common Stock at a price per share less than the average closing sale price for the ten consecutive trading day period ending on, and including, the trading day immediately preceding the declaration date for such distribution; (3) if the Company distributes to all or substantially all holders of the Common Stock any cash or other assets, debt securities or rights to purchase the Company's securities (other than pursuant to a rights plan), which distribution has a per share value exceeding 10% of the closing sale price of the Common Stock on the trading day immediately preceding the declaration date for such distribution; (4) if the Company engages in certain corporate transactions as described in the Indenture; (5) during a specified period if a fundamental change (as defined in the Indenture) occurs; or (6) during the five consecutive business day period following any five consecutive trading day period in which the trading price for the Notes for each day during such five trading day period was less than 98% of the closing sale price of the Common Stock multiplied by the applicable conversion rate on each such trading day. Commencing on March 1, 2024, the Notes will be convertible in multiples of $1,000 principal amount, at any time prior to 5:00 p.m., New York City time, on the second scheduled trading day immediately preceding the maturity date of the Notes.

The Company may not redeem the Notes prior to their maturity date.

If a fundamental change (as defined in the Indenture) occurs, holders may require the Company to purchase all or a portion of their Notes for cash at a repurchase price equal to 100% of the principal amount of the Notes to be repurchased, plus any accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The Notes are the Company's senior unsecured obligations and rank equally in right of payment with any of the Company's current and any future senior unsecured indebtedness, including its 1.50% senior convertible notes due 2020 (the "2020 notes"). The Notes are effectively subordinated to all of the Company's future secured indebtedness to the extent of the value of the related collateral, and the Notes are structurally subordinated to indebtedness and other liabilities, including trade payables, of the Company's subsidiaries.

The events of default, which may result in the acceleration of the maturity of the Notes, include, among other things, failure to pay the principal on the Notes when due at maturity, failure to pay the fundamental change repurchase price payable when due, failure to pay interest on the Notes when due and the continuance of such default for a period of 30 days, failure by the Company to comply with its obligations under the Notes or the Indenture for a period of 60 days, failure to pay when due any indebtedness for borrowed money of the Company or any "significant subsidiary" (as defined in Rule 1-02(w) of Regulation S-X) in excess of $25 million, certain judgments and certain events of bankruptcy or insolvency involving the Company or any significant subsidiary.

If an event of default involving bankruptcy or insolvency occurs and is continuing with respect to the Company, the principal amount of the Notes and accrued and unpaid interest on the outstanding Notes will be automatically due and payable. If any other event of default occurs and is continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the outstanding Notes may declare the principal amount of the Notes and accrued and unpaid interest on the outstanding Notes to be due and payable.

The Company estimates that the net proceeds from the offering of the Notes will be approximately $391.6 million after deducting fees and estimated offering expenses. The Company used $24.4 million of the net proceeds from the offering of the Notes and the proceeds from the sale of the warrant transactions (as defined below) to fund the cost of the convertible note hedge transactions (as defined below). The Company also used (i) approximately $232.7 million of the remaining net proceeds from the offering of the Notes to repurchase approximately $221.1 million in aggregate principal amount of its 2020 notes in privately negotiated transactions concurrently with the offering of the Notes; and (ii) approximately $19.6 million of the remaining net proceeds from the offering of the Notes to repurchase shares of Common Stock at $62.53 per share, the closing price of the stock on May 29, 2019, from institutional investors through one of the Initial Purchasers (as defined below) and its affiliate, as the Company's agent, concurrently with the pricing of the Notes. The Company expects to use the remaining net proceeds for general corporate purposes, which may include, among other things, the redemption, repurchase or other retirement of any remaining 2020 notes.

The description of the Indenture and the Notes is qualified in its entirety by reference to the text of the Indenture, and the related form of Note, which are attached as Exhibit 4.1 and Exhibit 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Purchase Agreement

On May 29, 2019, the Company entered into a purchase agreement (the "Purchase Agreement") with Barclays Capital Inc., as representative of the several initial purchasers named in Schedule I attached thereto (collectively, the "Initial Purchasers"), to issue and sell $350 million aggregate principal amount of Notes in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act. In addition, the Company granted the Initial Purchasers a 13-day option to purchase up to an additional $50 million aggregate principal amount of the Notes on the same terms and conditions solely to cover over-allotments, if any, which was exercised in full on May 31, 2019.

The Notes were sold in private placements to the Initial Purchasers pursuant to the exemption from the registration requirements afforded by Section 4(a)(2) of the Securities Act of 1933 ("Securities Act"). The Notes were resold by the Initial Purchasers to investors in transactions exempt from the registration requirements of the Securities Act pursuant to Rule 144A under the Securities Act.

The Purchase Agreement includes customary representations, warranties and covenants by the Company and customary closing conditions. Under the terms of the Purchase Agreement, the Company has agreed to indemnify the Initial Purchasers against certain liabilities.

The foregoing description of the Purchase Agreement is qualified in its entirety by reference to the text of the Purchase Agreement attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Convertible Note Hedge Transactions

On May 29, 2019 and May 31, 2019, in connection with the offering of the Notes, the Company entered into convertible note hedge transactions (the "convertible note hedge transactions") with respect to its Common Stock with Barclays Capital Inc., Goldman Sachs & Co. LLC, and Deutsche Bank AG, London Branch and Deutsche Bank Securities Inc. as agent (the "Counterparties"). The convertible note hedge transactions cover, subject to customary anti-dilution adjustments, approximately 4.9 million shares of Common Stock, in aggregate, at a strike price that corresponds to the initial conversion price of the Notes, also subject to adjustment, and are exercisable upon conversion of the Notes.

The convertible note hedge transactions are intended generally to reduce the potential dilution to the Common Stock and/or offset any potential cash payments the Company is required to make in excess of the principal amount of the converted Notes, as the case may be, upon conversion of the Notes in the event that the market price per share of the Common Stock is greater than the strike price. The aggregate cost of the convertible note hedge transactions was $72.0 million.

The convertible note hedge transactions are separate transactions entered into by the Company with the Counterparties, and are not part of the terms of the Notes. Holders of the Notes have no rights with respect to the convertible note hedge transactions. The foregoing description of the convertible note hedge transactions is qualified in its entirety by reference to the form of the confirmation for the convertible note hedge transactions, which is attached as Exhibit 10.2 to this report and is incorporated herein by reference.

Warrant Transactions

On May 29, 2019 and May 31, 2019, the Company also entered into privately negotiated warrant transactions (the "warrant transactions") with the Counterparties, whereby the Company sold to the Counterparties warrants to acquire, subject to customary anti-dilution adjustments, approximately 4.9 million shares of Common Stock at a strike price of approximately $109.43 per share, also subject to adjustment. As consideration for the warrants issued on May 29, 2019 and May 31, 2019, the Company received $47.6 million in the aggregate.

If the market value per share of the Common Stock, as measured under the warrants, exceeds the strike price of the warrants at the time the warrants are exercisable, the warrants will have a dilutive effect on the Company's earnings per share. The warrants were sold in separate transactions pursuant to the exemption from the registration requirements afforded by Section 4(a)(2) of the Securities Act. The foregoing description of the warrant transactions is qualified in its entirety by reference to the form of the confirmation for the warrant transactions, which is attached as Exhibit 10.3 to this report and is incorporated herein by reference.

The warrant transactions are separate transactions entered into by the Company with the Counterparties, and are not part of the terms of the Notes. Holders of the Notes have no rights with respect to the warrant transactions.

Partial Unwind Agreements

The Company has entered into partial unwind agreements (the "Unwind Agreements") with Barclays Capital Inc. and Goldman Sachs & Co. LLC (the "Existing Counterparties"), that amend the terms of the convertible note hedge agreements entered into on March 5, 2015 and March 9, 2015 to reduce the number of options corresponding to the principal amount of 2020 notes that were repurchased. The Unwind Agreements also reduce the number of warrants exercisable under the terms of those certain warrants issued to the Existing Counterparties on March 5, 2015 and March 9, 2015. The foregoing description of the Unwind Agreements is qualified in its entirety by reference to the form of the Unwind Agreement, which is attached as Exhibit 10.4 to this report and is incorporated herein by reference.

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

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Indenture, dated June 3, 2019, between InterDigital, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee.
4.2	Form of 2.00% Senior Convertible Note due 2024 (included in Exhibit 4.1).
10.1	Purchase Agreement, dated May 29, 2019, between InterDigital, Inc. and Barclays Capital Inc., as representative of the several initial purchases named in Schedule I attached thereto.
10.2	Form of Convertible Note Hedge Transaction Confirmation.
10.3	Form of Warrant Transaction Confirmation.
10.4	Form of Unwind Agreement.

SIGNATURES

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

Date: June 3, 2019

INTERDIGITAL, INC.

By: /s/ Jannie K. Lau
Name: Jannie K. Lau
Title: Chief Legal Officer, General Counsel and Corporate Secretary

(Back To Top)

Section 2: EX-4.1 (EX-4.1)

Exhibit 4.1

Execution Version

INTERDIGITAL, INC.

2.00% Senior Convertible Notes due 2024

INDENTURE

Dated as of June 3, 2019

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

TABLE OF CONTENTS

INDENTURE dated as of June 3, 2019 between INTERDIGITAL, INC., a Pennsylvania corporation, as issuer (the "**Company**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized under the laws of the United States, as trustee (the "**Trustee**").

WHEREAS, the Company has duly authorized the creation of an issue of its 2.00% Senior Convertible Notes due 2024 (the "**Notes**"), having the terms, tenor, amount and other provisions hereinafter set forth, and, to provide therefor, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, all things necessary to make the Notes, when the Notes are duly executed by the Company and authenticated and delivered hereunder and duly issued by the Company, the valid obligations of the Company, and to make this Indenture a valid and binding agreement of the Company, in accordance with their and its terms, have been done and performed, and the execution of this Indenture and the issue hereunder of the Notes have in all respects been duly authorized,

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes by the holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all holders of the Notes, as follows:

ARTICLE 1

Definitions and Incorporation by Reference

SECTION 1.01. Definitions. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. All other terms used in this Indenture that are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the respective meanings assigned to such terms in the Trust Indenture Act and in the Securities Act as in force at the date of the execution of this Indenture. The words "**herein**", "**hereof**", "**hereunder**" and words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other Subdivision. The word "**or**" is not exclusive and the word "**including**" means including without limitation. The terms defined in this Article include the plural as well as the singular.

"**Additional Notes**" has the meaning specified in Section 2.01.

"**Additional Shares**" has the meaning specified in Section 10.03.

"**Affiliate**" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any 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.

"**Agent Members**" has the meaning specified in Section 2.08(b)(vi).

"**Applicable Law**" has the meaning specified in Section 11.17.

"**Averaging Period**" has the meaning specified in Section 10.04(e).

"**Bankruptcy Law**" has the meaning specified in Section 6.01.

"**Board of Directors**" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of such Board.

"**Business Day**" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

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

"**Cash Settlement**" has the meaning set forth in Section 10.02(b).

"**Closing Sale Price**" per share of the Common Stock or any other security for which a Closing Sale Price must be determined on any Trading Date means:

(1) the closing sale price per share of the Common Stock or such other security (or if no closing sale price is reported, the average of the closing bid and closing ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock or such other security is traded;

(2) if the Common Stock or such other security is not listed on a U.S. national or regional securities exchange, the last quoted bid price for the Common Stock or such other security in the over-the-counter market on such date as reported by Pink OTC Markets Inc. or a similar organization; or

(3) if the Common Stock or such other security is not so quoted, as determined by a nationally recognized securities dealer retained by the Company for that purpose.

The Closing Sale Price shall be determined without reference to early hours, after hours or extended market trading.

"**Combination Settlement**" has the meaning set forth in Section 10.02(b).

"**Common Equity**" of any Person means Capital Stock of such Person that is generally entitled (1) to vote in the election of directors of such Person or (2) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"**Common Stock**" means the Common Stock, par value $0.01 per share, of the Company, or such other capital stock into which the Company's common stock is reclassified or changed pursuant to Section 10.05.

"**Company**" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor and, for purposes of any provision contained herein and required by the Trust Indenture Act, each other obligor on the indenture securities.

"**Conversion Agent**" means the agency appointed by the Company to which Notes may be presented for conversion. The Conversion Agent appointed by the Company shall initially be the Trustee.

"**Conversion Date**" has the meaning specified in Section 10.02(a).

"**Conversion Notice**" has the meaning specified in Section 10.02(a).

"**Conversion Obligation**" has the meaning specified in Section 10.01.

"**Conversion Price**" on any date of determination means $1,000 divided by the Conversion Rate as of such date.

"**Conversion Rate**" shall initially be 12.3018 shares of Common Stock per $1,000 principal amount of Notes, subject to adjustment as provided in Article 10.

"**Corporate Trust Office**" or other similar term, means the designated office of the Trustee at which at any particular time its corporate trust business as it relates to this Indenture shall be administered, which office is, at the date as of which this Indenture is dated, located at The Bank of New York Mellon Trust Company, N.A., 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, Attention: Corporate Trust Administration or at any other time at such other address as the Trustee may designate from time to time by notice to the Company.

"**Custodian**" has the meaning specified in Section 6.01.

"**Daily Conversion Value**" means, for each of the 40 consecutive VWAP Trading Days during the Observation Period, 1/40th of the product of:

(1) the Conversion Rate on such VWAP Trading Day, and

(2) the Daily VWAP on such VWAP Trading Day.

"**Daily Measurement Value**" means Specified Dollar Amount divided by 40.

"**Daily Settlement Amount**" for each of the 40 consecutive VWAP Trading Days during the Observation Period, shall consist of:

(1) cash equal to the lesser of (A) the Daily Measurement Value and (B) the Daily Conversion Value on such VWAP Trading Day; and

(2) if the Daily Conversion Value on such VWAP Trading Day exceeds the Daily Measurement Value, a number of shares of Common Stock equal to (A) the difference between the Daily Conversion Value and the Daily Measurement Value, divided by (B) the Daily VWAP on such VWAP Trading Day.

"**Daily VWAP**" means, for each of the 40 consecutive VWAP Trading Days during the applicable Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "IDCC <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such VWAP Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such VWAP Trading Day reasonably determined, using a volume weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The Daily VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

"**declaration date**" shall mean, with respect to a distribution by the Company to all or substantially all of its holders of Common Stock, the date on which the distribution has been authorized by the Board of Directors under applicable law.

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

"**Defaulted Interest**" has the meaning specified in Section 2.13.

"**Depositary**" means the clearing agency registered under the Exchange Act that is designated to act as the Depositary for the Global Notes. DTC shall be the initial Depositary, until a successor shall have been appointed and become such pursuant to the applicable provisions of this Indenture, and thereafter, "Depositary" shall mean or include such successor.

"**Designated Institution**" has the meaning specified in Section 10.11(a).

"**Dividend Threshold Amount**" has the meaning specified in Section 10.04(d).

"**DTC**" means The Depository Trust Company.

"**Effective Date**" has the meaning specified in Section 10.03.

"**Event of Default**" has the meaning specified in Section 6.01.

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

"**Ex-Dividend Date**" means the first date on which the shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question from the Company or, if applicable, from the seller of the Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

"**Expiration Date**" has the meaning specified in Section 10.04(e).

"**Foreign Subsidiary**" means any direct or indirect Subsidiary of the Company that is not organized under the laws of the United States or any state thereof or the District of Columbia.

"**Free Transferability Additional Interest**" has the meaning specified in Section 4.13(c).

"**Freely Transferable**" means, with respect to the Notes and the shares of Common Stock issuable upon the conversion of the Notes, if any, that such Notes and shares of Common Stock, if any, (1) are eligible to be sold by a Person who has not been an Affiliate of the Company during the preceding three months without any volume or manner of sale restrictions under the Securities Act, (2) do not bear a restricted security legend and (3) with respect to global securities only, are identified by an unrestricted CUSIP number in the facilities of the applicable depositary.

"**Fundamental Change**" shall be deemed to have occurred when any of the following has occurred prior to the Maturity Date:

(1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" (as these terms are defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company's Capital Stock that is at the time entitled to vote by the holder thereof in the election of the Board of Directors (or comparable body); or

(2) the adoption of a plan relating to the Company's liquidation or dissolution; or

(3) the consummation of (A) any recapitalization, reclassification or change of the Common Stock as a result of which the Common Stock would be converted into, or exchanged for cash, securities or other property or assets; (B) any share exchange, consolidation or merger involving the Company pursuant to which the Common Stock will be converted into cash, securities or other property or assets; or (C) any sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one or more of the Company's direct or indirect Subsidiaries; provided, however, that a transaction described in clause (A) or (B) in which the holders of all classes of the Company's Common Equity immediately prior to

such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions as such ownership immediately prior to such transaction shall not be a Fundamental Change pursuant to this clause (3); or

(4) the Common Stock or other common stock based on which the Notes are convertible is neither listed for trading on the NASDAQ Global Market, the NASDAQ Global Select Market or The New York Stock Exchange (or any of their respective successors);

provided, however, that any transaction or event described above shall not constitute a Fundamental Change if, in connection with such transaction or event, or as a result therefrom, a transaction described in clause (1) or (3) above occurs and at least 90% of the consideration paid for the Common Stock (excluding cash payments for fractional shares and cash payments made pursuant to dissenters' appraisal rights) consists of shares of common stock traded on any of the NASDAQ Global Market, the NASDAQ Global Select Market or The New York Stock Exchange (or any of their respective successors) (or shall be so traded or quoted immediately following the completion of the merger or consolidation or such other transaction) and, as a result of such transaction, the Notes become convertible into a combination of cash (in respect of an amount up to and including, the principal portion of such Notes) and Reference Property comprised of such consideration as described under Section 10.05. Any transaction that constitutes a Fundamental Change under both clause (1) and clause (3) (without giving effect to the proviso in clause (3) above) shall be deemed a Fundamental Change solely under clause (3) of such definition (subject to the proviso to clause (3)).

"**Fundamental Change Company Notice**" has the meaning specified in Section 3.01(b).

"**Fundamental Change Repurchase Date**" has the meaning specified in Section 3.01(a).

"**Fundamental Change Repurchase Expiration Time**" has the meaning specified in Section 3.01(a)(1).

"**Fundamental Change Repurchase Notice**" has the meaning specified in Section 3.01(a)(1).

"**Fundamental Change Repurchase Price**" has the meaning specified in Section 3.01(a).

"**GAAP**" means generally accepted accounting principles in the United States of America set forth in (1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants, (2) statements and pronouncements of the Financial Accounting Standards Board, (3) in such other statement by such other entity as have been approved by a significant segment of the accounting profession.

"**Global Note Legend**" is as set forth in Exhibit A.

"**Global Notes**" has the meaning specified in Section 2.02.

"**Holder**" means the Person in whose name a Note is registered on the Registrar's books.

"**Indebtedness**" means, with respect to any Person, any indebtedness of that Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or bankers acceptances if and to the extent any of the foregoing indebtedness (other than letters of credit) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, as well as all indebtedness of others secured by a lien on any assets of such Person (whether or not such indebtedness is assumed by such Person) and, to the extent not otherwise included, the guarantee by such Person of any Indebtedness of any other Person; provided, however, that Indebtedness shall not include (1) any intercompany Indebtedness or (2) any trade payables.

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

"**Initial Purchasers**" means Barclays Capital Inc., Credit Suisse Securities (USA) LLC, Stifel, Nicolaus & Company, Incorporated, B. Riley & Co., LLC, Dougherty & Company LLC and Roth Capital Partners, LLC.

"**interest**" means, when used with reference to the Notes, any interest payable under the terms of the Notes, including Defaulted Interest, if any, Rule 144 Additional Interest, if any, Reporting Additional Interest, if any, and Free Transferability Additional Interest, if any.

"**Interest Payment Date**" has the meaning specified in Section 2.03(c).

"**Market Disruption Event**" means, if the Common Stock is listed for trading on the NASDAQ Global Select Market or another U.S. national or regional securities exchange, the occurrence or existence during the one-half hour period ending on the scheduled close of trading on any Trading Day of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock.

"**Maturity Date**" means June 1, 2024.

"**Merger Common Stock**" has the meaning specified in Section 10.05.

"**Merger Event**" has the meaning specified in Section 10.05.

"**Merger Valuation Percentage**" has the meaning specified in Section 10.05.

"**Merger Valuation Period**" has the meaning specified in Section 10.05.

"**Non-U.S. Holder**" means a Holder that is not treated as a United States person for U.S. federal income tax purposes as defined under Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended from time to time.

"**Non-Stock Change of Control**" has the meaning specified in Section 10.03.

"**Notes**" means any Notes issued, authenticated and delivered under this Indenture, including any Global Notes.

"**Notice of Default**" has the meaning specified in Section 6.01.

"Observation Period" means, with respect to any Note surrendered for conversion:

(1) if the relevant Conversion Date occurs prior to March 1, 2024, the 40 Consecutive VWAP Trading Day period beginning on, and including, second VWAP Trading Day immediately succeeding such Conversion Date; or

(2) if the relevant Conversion Date occurs on or after March 1, 2024, the 40 Consecutive VWAP Trading Day period beginning on, and including, the 41st Scheduled Trading Day immediately preceding the Maturity Date.

"**Officer**" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Controller, the General Counsel, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Company.

"**Officers' Certificate**" means a certificate signed by two Officers. One of the Officers executing an Officers' Certificate in accordance with Section 4.06 shall be the Chief Executive Officer, Chief Financial Officer or General Counsel of the Company.

"**Opinion of Counsel**" means a written opinion, acceptable to the Trustee, from legal counsel. The counsel may be an employee of or counsel to the Company.

"**Paying Agent**" has the meaning specified in Section 2.05.

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

"**Physical Settlement**" has the meaning set forth in Section 10.02(b).

"**Preferred Stock**", as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"**Preliminary Offering Memorandum**" means the preliminary offering memorandum, dated May 29, 2019, relating to the offering and sale by the Issuer of the Notes.

"**protected purchaser**" has the meaning specified in Section 2.09.

"**Record Date**" means, in respect of a dividend or distribution to holders of Common Stock, the date fixed for determination of holders of Common Stock entitled to receive such dividend or distribution.

"**Reference Property**" has the meaning specified in Section 10.05.

"**Register**" has the meaning specified in Section 2.05.

"**Registrar**" has the meaning specified in Section 2.05.

"**Regular Record Date**" means, with respect to any Interest Payment Date of the Notes, the May 15 and November 15 preceding the applicable June 1 and December 1 Interest Payment Date, respectively.

"**Reporting Additional Interest**" has the meaning specified in Section 6.13.

"**Resale Restriction Termination Date**" has the meaning specified in Section 2.08(d).

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

"**Restricted Common Stock Legend**" is as set forth in Exhibit B.

"**Restricted Note Legend**" is as set forth in Exhibit A.

"**Restricted Securities**" has the meaning specified in Section 2.08(c).

"**Rule 144 Additional Interest**" means all amounts, if any, payable pursuant to Section 4.12.

"**Rule 144A**" means Rule 144A as promulgated under the Securities Act as it may be amended from time to time hereafter.

"Schedule TO" means a Tender Offer Statement under Section 14(d)(1) or 13(e)(1) of the Exchange Act.

"**Scheduled Trading Day**" means a day that is scheduled to be a Trading Day on the primary U.S. national securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, "Scheduled Trading Day" means a Business Day.

"**SEC**" means the Securities and Exchange Commission.

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

"Settlement Amount" has the meaning set forth in Section 10.02(b)(iv).

"Settlement Method" means, with respect to any conversion of Notes, Physical Settlement, Cash Settlement or Combination Settlement, as elected (or deemed to have been elected) by the Company.

"**Significant Subsidiary**" with respect to any Person means any Subsidiary of such Person that constitutes a "significant subsidiary" within the meaning of Rule 1-02(w) under Regulation S-X under the Exchange Act.

"**Special Interest Payment Date**" has the meaning specified in Section 2.13(a).

"**Special Record Date**" has the meaning specified in Section 2.13(a).

"**Specified Dollar Amount**" means the maximum cash amount per $1,000 principal amount of Notes to be received upon conversion as specified in the notice specifying the Company's chosen Settlement Method or otherwise deemed specified.

"**Spin-off**" has the meaning specified in Section 10.04(c).

"**Stock Price**" means, with respect to any Non-Stock Change of Control:

(1) if holders of the Common Stock receive only cash in such Non-Stock Change of Control, the cash amount paid per share; or

(2) otherwise, the average of the Closing Sale Prices of the Common Stock over the five Trading Day period ending on, and including, the Trading Day immediately preceding the Effective Date of such Non-Stock Change of Control.

"**Subsidiary**" of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person, (ii) such Person and one or more Subsidiaries of such Person or (iii) one or more Subsidiaries of such Person.

"**Successor Company**" has the meaning specified in Section 5.01(a).

"**Trading Day**" means a day on which:

(1) trading in the Common Stock generally occurs on the NASDAQ Global Select Market or, if the Common Stock is not then listed on the NASDAQ Global Select Market, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then traded; and

(2) there is no Market Disruption Event.

If the Common Stock is not so listed or traded, "Trading Day" means a Business Day.

"**Trading Price**" of the Notes on any date of determination means the average of the secondary market bid quotations per $1,000 principal amount of Notes obtained by the Company for $5,000,000 principal amount of the Notes at approximately 3:30 p.m., New York City time, on such determination date from two independent nationally recognized securities dealers selected by the Company, which may include the Initial Purchasers; provided that if at least two such bids cannot reasonably be obtained by the Company, but one such bid can reasonably be obtained by the Company, this one bid shall be used. If the Company cannot reasonably obtain at least one bid for $5,000,000 principal amount of the Notes from a nationally recognized securities dealer or, in the Company's reasonable judgment, the bid quotations are not indicative of the secondary market value of the Notes, then, for purposes of the Trading Price conversion contingency described in Section 10.01(4) only, the Trading Price of the Notes shall be deemed to be less than 98% of the product of the Closing Sale Price of the Common Stock and the Conversion Rate on such Trading Day. If the Company does not so obtain bids when required (as described in Section 10.01(4)), the Trading Price per $1,000 principal amount of the Notes shall be deemed to be less than 98% of the product of the Closing Sale Price of the Common Stock and the Conversion Rate on each day the Company fails to do so.

"**Trigger Event**" has the meaning specified in Section 10.04(b).

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

"**Trustee**" means the party named as such in this Indenture until a successor replaces it and, thereafter, means the successor.

"**Uniform Commercial Code**" means the New York Uniform Commercial Code as in effect from time to time.

"**Valuation Period**" has the meaning specified in 10.04(c).

"**VWAP Trading Day**" means a day on which:

(1) there is no VWAP Market Disruption Event; and

(2) trading in the Common Stock generally occurs on the relevant stock exchange;

provided that if the Common Stock is not listed on any U.S. national or regional securities exchange, "VWAP trading day" means a "business day."

"**Wholly Owned Subsidiary**" means a Subsidiary of the Company, all the Capital Stock of which (other than directors' qualifying shares) is owned by the Company or another Wholly Owned Subsidiary.

ARTICLE 2

The Notes

SECTION 2.01. Designation, Amount and Issuance of Notes. The Notes shall be designated as "2.00% Senior Convertible Notes due 2024." The Notes shall not exceed the aggregate principal amount of $400,000,000 (except pursuant to this Section and Sections 2.09 and 2.11). Upon the execution of this Indenture, or from time to time thereafter, Notes may be executed by the Company and delivered to the Trustee for authentication.

The Company may, without the consent of Holders, issue additional Notes hereunder in the future on the same terms and conditions of the Notes issued hereunder, except for any differences in the issue price and interest accrued prior to the issue date of the additional Notes (such additional Notes, the "**Additional Notes**"); provided that if any Additional Notes constitute a different class of securities than the Notes for U.S. federal income tax purposes, such Additional Notes will be issued with a separate CUSIP number and ISIN. The Notes initially issued hereunder and any such Additional Notes shall rank equally and ratably and shall be treated as a single series for all purposes under this Indenture. The Company may not issue any Additional Notes if any Event of Default has occurred with respect to the Notes.

SECTION 2.02. Form of the Notes. The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the form set forth in Exhibit A hereto. The terms and provisions contained in the form of Notes attached as Exhibit A hereto shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby.

Any of the Notes may have such letters, numbers or other marks of identification and such notations, legends, endorsements or changes as the officers executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required by the custodian for the Global Notes or the Depositary or as may be required for the Notes to be tradable on any market developed for trading of securities pursuant to Rule 144A or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange or automated quotation system on which the Notes may be listed, or to conform to usage, or to indicate any special limitations or restrictions to which any particular Notes are subject.

So long as the Notes are eligible for book-entry settlement with the Depositary, or unless otherwise required by law, or otherwise contemplated by Section 2.08(b) or Section 2.08(d), all of the Notes shall be evidenced by one or more Notes in global form registered in the name of the Depositary or the nominee of the Depositary (the "**Global Notes**"). The transfer and exchange of beneficial interests in any such Global Notes shall be effected through the Depositary in accordance with this Indenture and the applicable procedures of the Depositary. Except as provided in Section 2.08(b) or Section 2.08(d), beneficial owners of a Global Note shall not be entitled to have certificates registered in their names, shall not receive or be entitled to receive physical delivery of certificates in definitive registered form and shall not be considered holders of such Global Note.

Any Global Notes shall represent such of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of outstanding Notes from time to time endorsed thereon and that the aggregate amount of outstanding Notes represented thereby may from time to time be increased or reduced on the books and records of the Depositary and Trustee to reflect repurchases, conversions, transfers or exchanges permitted hereby. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee or the custodian for the Global Note, at the direction of the Trustee, in such manner and upon instructions given by the holder of such Notes in accordance with this Indenture. Payment of principal of and any interest on any Global Notes shall be made to the Depositary in immediately available funds.

SECTION 2.03. Date and Denomination of Notes; Payment at Maturity; Payment of Interest.

(a) Date and Denomination. The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the Notes.

(b) Payment at Maturity. Each Holder shall be entitled to receive on the Maturity Date, per $1,000 principal amount of Notes, $1,000 in cash, together with accrued and unpaid interest thereon to, but excluding, the Maturity Date, unless such Note is earlier converted or repurchased. With respect to Global Notes, principal and any interest shall be paid to the Depositary in immediately available funds. With respect to any certificated Notes, principal and any interest shall be payable at the Company's office or agency, which initially shall be the office or agency of the Trustee located at The Bank of New York Mellon Trust Company, N.A., 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, Attention: Corporate Trust Administration. If the Maturity Date is not a Business Day, payment shall be made on the next succeeding Business Day, and no additional interest shall be accrue thereon.

(c) Payment of Interest. Interest on the Notes shall accrue at the rate of 2.00% per annum from June 3, 2019 or from the most recent date to which interest has been paid or duly provided for. Interest shall be payable in arrears on June 1 and December 1 of each year (each, an "**Interest Payment Date**"), commencing December 1, 2019, to the Person in whose name any Note is registered as it appears on the Register at 5:00 p.m., New York City time, on the applicable Regular Record Date.

Interest on the Notes shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Company shall pay interest on:

(1) any Global Notes to the Depositary in immediately available funds; and

(2) any Notes in certificated form by wire transfer in immediately available funds at the election of the Holder of such Notes duly delivered to the Trustee at least five Business Days prior to the relevant Interest Payment Date.

If an Interest Payment Date is not a Business Day, payment shall be made on the next succeeding Business Day, and no additional interest shall accrue thereon.

SECTION 2.04. Execution and Authentication. One Officer shall sign the Notes for the Company by manual or facsimile signature. If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

A Note shall not be valid until an authorized signatory of the Trustee manually authenticates the Note. Upon the written order of the Company signed by an Officer, the Trustee shall authenticate a Note executed by the Company. The signature of the Trustee on the Note shall be conclusive evidence that the Note has been duly and validly authenticated under this Indenture.

The Trustee may appoint an authenticating agent reasonably acceptable to the Company to authenticate the Notes. Any such appointment shall be evidenced by an instrument signed by a Responsible Officer, a copy of which shall be furnished to the Company. Unless limited by the terms of such appointment, an authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, Paying Agent or agent for service of notices and demands.

SECTION 2.05. Registrar and Paying Agent. The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange (the "**Registrar**") and an office or agency where Notes may be presented for payment (the "**Paying Agent**"). The Corporate Trust Office shall be considered as one such office or agency of the Company for each of the aforesaid purposes. The Registrar shall keep a register of the Notes (the "**Register**") and of their transfer and exchange. The Company may have one or more co-registrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent, and the term "Registrar" includes any co-registrars. The Company initially appoints the Trustee as (i) Registrar and Paying Agent in connection with the Notes and (ii) Conversion Agent.

The Company shall enter into an appropriate agency agreement with any Registrar or Paying Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar or Paying Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Company or any of its Wholly Owned Subsidiaries that is not a Foreign Subsidiary may act as Paying Agent or Registrar.

The Company may remove any Registrar or Paying Agent upon written notice to such Registrar or Paying Agent and to the Trustee; provided, however, that no such removal shall become effective until (1) acceptance of an appointment by a successor as evidenced by an appropriate agreement entered into by the Company and such successor Registrar or Paying Agent, as the case may be, and delivered to the Trustee or (2) notification to the Trustee that the Trustee shall serve as Registrar or Paying Agent until the appointment of a successor in accordance with clause (1) above. The Registrar or Paying Agent may resign at any time upon written notice; provided, however, that the Trustee may resign as Paying Agent or Registrar only if the Trustee also resigns as Trustee in accordance with Section 7.08.

SECTION 2.06. Paying Agent to Hold Money in Trust. Prior to 10:00 a.m., New York City time, on the Maturity Date, each Interest Payment Date, any Fundamental Change Repurchase Date and any settlement date of a Conversion Obligation, the Company shall deposit with the Paying Agent (or if the Company or a Wholly Owned Subsidiary of the Company is acting as Paying Agent, segregate and hold in trust for the benefit of the Persons entitled thereto) a sum sufficient to pay such amounts owed on such dates. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of amounts owed on such dates and shall notify the Trustee of any Default by the Company in making any such payment. If the Company or a Wholly Owned Subsidiary of the Company acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by the Paying Agent. Upon complying with this Section, the Paying Agent shall have no further liability for the money delivered to the Trustee.

SECTION 2.07. Holder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with Section 312(a) of the Trust Indenture Act. If the Trustee is not the Registrar, or to the extent otherwise required under the Trust Indenture Act, the Company shall furnish, or cause the Registrar to furnish, to the Trustee, in writing at least five Business Days before each Interest Payment Date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders and the Company shall otherwise comply with Section 312(a) of the Trust Indenture Act.

SECTION 2.08. Exchange and Registration of Transfer of Notes; Restrictions on Transfer.

(a) The Company shall cause to be kept at the Corporate Trust Office the Register in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Notes and of transfers of Notes. The Register shall be in written form or in any form capable of being converted into written form within a reasonably prompt period of time.

Upon surrender for registration of transfer of any Notes to the Registrar or any co-registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.08, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 4.02. Whenever any Notes are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and deliver, the Notes that the holder making the exchange is entitled to receive bearing registration numbers not contemporaneously outstanding.

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

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion shall (if so required by the Company or the Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company, and the Notes shall be duly executed by the holder thereof or his attorney duly authorized in writing.

No service charge shall be made to any holder for any registration of, transfer or exchange of Notes, but the Company or the Trustee may require payment by the holder of a sum sufficient to cover any tax, assessment or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes.

Neither the Company nor the Trustee nor any Registrar shall be required to exchange, issue or register a transfer of (a) any Note or portions thereof surrendered for conversion pursuant to Article 10 or (b) any Note or portions thereof tendered for repurchase (and not withdrawn) pursuant to Article 3.

(b) The following provisions shall apply only to Global Notes:

(i) Each Global Note authenticated under this Indenture shall be registered in the name of the Depositary or a nominee thereof and delivered to such Depositary or a nominee thereof or custodian for the Global Notes therefor, and each such Global Note shall constitute a single Note for all purposes of this Indenture.

(ii) Notwithstanding any other provision in this Indenture, no Global Note may be exchanged in whole or in part for Notes registered, and no transfer of a Global Note in whole or in part may be registered, in the name of any Person other than the Depositary or a nominee thereof unless:

(A) the Depositary has notified the Company that it is unwilling or unable to continue as Depositary for such Global Note and a successor Depositary has not been appointed within 60 days;

(B) the Depositary has ceased to be registered as a clearing agency under the Exchange Act and a successor Depositary has not been appointed within 60 days; or

(C) an Event of Default with respect to the Notes has occurred and is continuing and such beneficial owner requests that its Notes be issued in physical, certificated form.

(iii) In addition, certificated Notes shall be issued in exchange for beneficial interests in a Global Note upon request by or on behalf of the Depositary in accordance with customary procedures following the request of a beneficial owner seeking to enforce its rights under the Notes or this Indenture, including its rights following the occurrence of an Event of Default.

(iv) Notes issued in exchange for a Global Note or for any portion of a Global Note pursuant to clause (ii) or (iii) above shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Notes or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear any legends required hereunder. Any Global Notes to be exchanged shall be surrendered by the Depositary to the Trustee, as Registrar; provided that pending completion of the exchange of a Global Note, the Trustee acting as custodian for the Global Notes for the Depositary or its nominee with respect to such Global Notes, shall reduce the principal amount thereof, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the books and records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and make available for delivery the Notes issuable on such exchange to or upon the written order of the Depositary or an authorized representative thereof.

(v) In the event of the occurrence of any of the events specified in clause (ii) above or upon any request described in clause (iii) above, the Company shall promptly make available to the Trustee a sufficient supply of certificated Notes in definitive, fully registered form, without interest coupons.

(vi) Neither any members of, or participants in, the Depositary (the "**Agent Members**") nor any other Persons on whose behalf Agent Members may act shall have any rights under this Indenture with respect to any Global Notes registered in the name of the Depositary or any nominee thereof, and the Depositary or such nominee, as the case may be, may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and holder of such Global Notes for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or such nominee, as the case may be, or impair, as between the Depositary, its Agent Members and any other Person on whose behalf an Agent Member may act, the operation of customary practices of such Persons governing the exercise of the rights of a holder of any Notes.

(vii) At such time as all interests in a Global Note have been repurchased, converted, cancelled or exchanged for Notes in certificated form, such Global Note shall, upon receipt thereof, be canceled by the Trustee in accordance with standing procedures and instructions existing between the Depositary and the custodian for the Global Note. At any time prior to such cancellation, if any interest in a Global Note is repurchased, converted, cancelled or exchanged for Notes in certificated form, the principal amount of such Global Note shall, in accordance with the standing procedures and instructions existing between the Depositary and the custodian for the Global Note, be appropriately reduced, and an endorsement shall be made on such Global Note, by the Trustee or the custodian for the Global Note, at the direction of the Trustee, to reflect such reduction.

(c) Every Note (and all securities issued in exchange therefor or in substitution thereof) that bears or is required under this Section 2.08(c) to bear the Restricted Note Legend (together with any Common Stock issued upon conversion of the Notes and required to bear the Restricted Common Stock Legend, collectively, the "**Restricted Securities**") shall be subject to the restrictions on transfer set forth in this Section 2.08(c) (including those set forth in the Restricted Note Legend and the Restricted Common Stock Legend) unless such restrictions on transfer shall be waived by written consent of the Company following receipt of legal advice supporting the permissibility of the waiver of such transfer restrictions, and the holder of each such Restricted Security, by such holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.08(c), the term "transfer" means any sale, pledge, loan, transfer or other disposition whatsoever of any Restricted Security or any interest therein.

(d) Until the date (the "**Resale Restriction Termination Date**") that is the later of (1) the date that is one year after the last date of the original issuance of the Notes, or such shorter period of time as permitted by Rule 144 under the Securities Act or any successor provision thereunder, and (2) such later date, if any, as may be required by applicable laws, any certificate evidencing a Restricted Security shall bear the Restricted Note Legend (or in the case of Common Stock issued upon conversion of the Notes, the Restricted Common Stock Legend), unless such Restricted Security has been sold pursuant to a registration statement that has been declared effective under the Securities Act (and which continues to be effective at the time of such transfer) or sold pursuant to Rule 144 under the Securities Act or any similar provision then in force, or unless otherwise agreed by the Company in writing as set forth above, with written notice thereof to the Trustee. If, prior to the Resale Restriction Termination Date, an Affiliate of the Company beneficially owns an interest in a Global Note, the Company may require such Person to hold its interest in the Notes in certificated form bearing the Restricted Notes Legend and a restricted CUSIP number.

(e) In connection with any transfer of the Notes prior to the Resale Restriction Termination Date, the holder must complete and deliver the form of assignment set forth on the certificate representing the Note, with the appropriate box checked, to the Trustee (or any successor Trustee, as applicable).

Any Notes that are Restricted Securities and as to which such restrictions on transfer shall have expired in accordance with their terms or as to conditions for removal of the Restricted Note Legend set forth therein have been satisfied may, upon surrender of such Notes for exchange to the Registrar in accordance with the provisions of this Section 2.08, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by Section 2.08(c). If such Restricted Security surrendered for exchange is represented by a Global Note bearing the Restricted Note Legend, the principal amount of the legended Global Notes shall be reduced by the appropriate principal amount and the principal amount of a Global Note without a Restricted Note Legend shall be increased by an equal principal amount. If a Global Note without the Restricted Note Legend is not then outstanding, the Company shall execute and the Trustee shall authenticate and deliver an unlegended Global Note to the Depositary. The Company shall notify the Trustee in writing upon the occurrence of the Resale Restriction Termination Date and, if applicable, promptly after a registration statement with respect to the Notes or any Common Stock issued upon conversion of the Notes has been declared effective under the Securities Act.

Any Common Stock issued upon conversion of the Notes as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of the certificates representing such shares of Common Stock for exchange in accordance with the procedures of the transfer agent for the Common Stock, be exchanged for a new certificate or certificates for a like aggregate number of shares of Common Stock, which shall not bear the Restricted Common Stock Legend.

(f) The Trustee shall have no responsibility or obligation to any Agent Members or any other Person with respect to the accuracy of the books or records, or the acts or omissions, of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any Agent Member or other Person (other than the Depositary) of any notice or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the holders of Notes and all payments to be made to holders of Notes under the Notes shall be given or made only to or upon the order of the registered holders of Notes (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Notes shall be exercised only through the Depositary subject to the customary procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its Agent Members.

(g) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Notes (including any transfers between or among Agent Members) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.09. Replacement Notes. If a mutilated Note is surrendered to the Registrar or if the Holder claims that the Note has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Note if the Holder takes the following actions and satisfies the requirements of Section 8-405 of the Uniform Commercial Code:

(i) notifies the Company or the Trustee within a reasonable time after he has notice of such loss, destruction or wrongful taking and prior to the Registrar registering a transfer of such Note;

(ii) makes a request to the Company or the Trustee for a replacement Note prior to the Note being acquired by a protected purchaser as defined in Section 8-303 of the Uniform Commercial Code (a "**protected purchaser**"); and

(iii) satisfies any other reasonable requirements of the Trustee.

If required by the Trustee or the Company, such Holder shall furnish an indemnity bond sufficient in the judgment of the Trustee to protect the Company, the Trustee, the Paying Agent and the Registrar from any loss, expense, claim or liability that any of them may suffer if a Note is replaced and subsequently presented or claimed for payment. The Company and the Trustee may charge the Holder for their expenses in replacing a Note. In case any Note which has matured or is about to mature or has been validly tendered for repurchase on a Fundamental Change Repurchase Date (and not validly withdrawn), or is to be converted, shall become mutilated or be destroyed, lost or stolen, the Company may, instead of issuing a substitute Note, pay or authorize the payment of or convert or authorize the conversion of the same (without surrender thereof except in the case of a mutilated Note), as the case may be, if the applicant for such payment or conversion shall furnish to the Company, to the Trustee and, if applicable, to such authenticating agent such security or indemnity as may be required by them to save each of them harmless for any loss, liability, cost or expense caused by or in connection with such substitution, and, in every case of destruction, loss or theft, the applicant shall also furnish to the Company, the Trustee and, if applicable, any Paying Agent or Conversion Agent evidence to their satisfaction of the destruction, loss or theft of such Notes and of the ownership thereof.

Every replacement Note is an additional obligation of the Company.

The provisions of this Section 2.09 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, lost, destroyed or wrongfully taken Notes.

SECTION 2.10. Outstanding Notes. Notes outstanding at any time are all Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation and those described in this Section as not outstanding. A Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

If a Note is replaced pursuant to Section 2.09, it ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to them that the replaced Note is held by a protected purchaser.

If the Paying Agent segregates and holds in trust, in accordance with this Indenture, on a Fundamental Change Repurchase Date or Maturity Date money sufficient to pay all principal and interest payable on that date with respect to the Notes (or portions thereof) to be repurchased or maturing, as the case may be, and the Paying Agent is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture, then on and after that date such Notes (or portions thereof) cease to be outstanding and interest on them ceases to accrue.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company shall be considered as though not outstanding; provided that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver of consent, only Notes that the Trustee actually knows are so owned shall be so disregarded. The Company agrees to notify the Trustee of the existence of any Notes owned by the Company.

SECTION 2.11. Temporary Notes. Pending the preparation of Notes in certificated form, the Company may execute and the Trustee or an authenticating agent appointed by the Trustee shall, upon the written request of the Company, authenticate and deliver temporary Notes (printed or lithographed). Temporary Notes shall be issuable in any authorized denomination, and substantially in the form of the Notes in certificated form, but with such omissions, insertions and variations as may be appropriate for temporary Notes, all as may be determined by the Company. Every such temporary Notes shall be executed by the Company and authenticated by the Trustee or such authenticating agent upon the same conditions and in substantially the same manner, and with the same effect, as the Notes in certificated form. Without unreasonable delay, the Company shall execute and deliver to the Trustee or such authenticating agent Notes in certificated form and thereupon any or all temporary Notes may be surrendered in exchange therefor, at each office or agency maintained by the Company pursuant to Section 4.02 and the Trustee or such authenticating agent shall authenticate and make available for delivery in exchange for such temporary Notes an equal aggregate principal amount of Notes in certificated form. Such exchange shall be made by the Company at its own expense and without any charge therefor. Until so exchanged, the temporary Notes shall in all respects be entitled to the same benefits and subject to the same limitations under this Indenture as Notes in certificated form authenticated and delivered hereunder.

SECTION 2.12. Cancellation. The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Conversion Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, payment or conversion. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, conversion or cancellation in accordance with its customary procedures. The Company may not issue new Notes to replace Notes it has paid or delivered to the Trustee for cancellation or that any Holder has converted pursuant to Article 10.

The Company may, to the extent permitted by law, repurchase any Notes in the open market or by tender offer at any price or by private agreement. The Company may, at its option, surrender any Notes repurchased by it to the Trustee for cancellation, but may not reissue or resell such Notes. Any Notes surrendered to the Trustee for cancellation may not be reissued or resold and shall be promptly cancelled.

SECTION 2.13. Defaulted Interest. Any interest on any Note which is payable, but is not paid when the same becomes due and payable and such nonpayment continues for a period of 30 calendar days, shall forthwith cease to be payable to the Holder on the Regular Record Date, and such defaulted interest and interest (to the extent lawful) on such defaulted interest at the annual rate borne by the Notes (such defaulted interest and interest thereon herein collectively called "**Defaulted Interest**") shall be paid by the Company at its election, in each case, as provided in clause (a) or (b) below:

(a) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at 5:00 p.m., New York City time, on a Special Record Date (as defined below) for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date (not less than 30 calendar days after such notice) of the proposed payment (the "**Special Interest Payment Date**"), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a record date (the "**Special Record Date**") for the payment of such Defaulted Interest which shall be not more than fifteen calendar days and not less than ten calendar days prior to the Special Interest Payment Date and not less than ten calendar days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date, and in the name and at the expense of the Company, shall promptly cause notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor to be given to each Holder, not less than ten calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Interest Payment Date therefor having been so given, such Defaulted Interest shall be paid on the Special Interest Payment Date to the Persons in whose names the Notes (or their respective predecessor Notes) are registered at 5:00 p.m., New York City time, on such Special Record Date and shall no longer be payable pursuant to the following clause (b).

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

(c) Subject to the foregoing provisions of this Section 2.13, each Note delivered under this Indenture upon registration of, transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

SECTION 2.14. CUSIP Numbers and ISINs. The Company in issuing the Notes may use "CUSIP" numbers and "ISINs" (if then generally in use) and, if so, the Trustee shall use "CUSIP" numbers and "ISINs" in notices of repurchase as a convenience to Holders; provided, however, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a repurchase and that reliance may be placed only on the other identification numbers printed on the Notes, and any such repurchase shall not be affected by any defect in or omission of such numbers. The Company shall promptly notify the Trustee in writing of any changes to the CUSIP numbers and ISINs. The Notes will initially be issued with a restricted CUSIP number.

SECTION 2.15. Ranking. The Notes constitute a senior general unsecured obligation of the Company, ranking equally in right of payment with all existing and future senior unsecured Indebtedness of the Company and ranking senior in right of payment to any future Indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such Indebtedness.

ARTICLE 3

Repurchase of Notes

SECTION 3.01. Repurchase at Option of Holders Upon a Fundamental Change. (a) If a Fundamental Change occurs at any time prior to the Maturity Date, each Holder shall have the right to require the Company to repurchase all or part of such Holder's Notes in a principal amount thereof that is equal to $1,000 in principal amount or whole multiples thereof, on the date (the "**Fundamental Change Repurchase Date**") specified by the Company in the Fundamental Change Company Notice that is not less than 20 nor more than 35 calendar days after the date of the Fundamental Change Company Notice at a repurchase price, payable in cash, equal to 100% of the principal amount of the Notes being repurchased, plus accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Price**"). However, if such Fundamental Change Repurchase Date is after a Regular Record Date and on or prior to the corresponding Interest Payment Date, the full amount of interest due shall be paid on the Interest Payment Date to the Holder of record on the Regular Record Date and the Fundamental Change Repurchase Price shall be equal to 100% of the principal amount of Notes to be repurchased. Repurchases of Notes under this Section 3.01 shall be made upon:

(1) delivery to the Paying Agent by a Holder of a duly completed notice (the "**Fundamental Change Repurchase Notice**") in the form set forth on the reverse of the Note prior to 5:00 p.m., New York City time, on the Business Day immediately preceding the Fundamental Change Repurchase Date (the "**Fundamental Change Repurchase Expiration Time**"); and

(2) delivery or book-entry transfer of the Notes to the Paying Agent at any time after delivery of the Fundamental Change Repurchase Notice (together with all necessary endorsements) at the Corporate Trust Office of the Paying Agent, such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; provided that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 3.01 only if the Notes so delivered to the Paying Agent shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

The Fundamental Change Repurchase Notice shall state:

(i) with respect to Global Notes, the appropriate Depositary information and, with respect to certificated Notes, the certificate numbers, if any, of the Notes to be tendered for repurchase;

(ii) the portion of the principal amount of the Notes to be repurchased, which must be $1,000 or whole multiples thereof; and

(iii) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture.

Payment of the Fundamental Change Repurchase Price for Notes for which a Fundamental Change Repurchase Notice has been delivered and not withdrawn is conditioned upon book-entry transfer or delivery of the Notes, together with necessary endorsements, to the Paying Agent, as the case may be. Payment of the Fundamental Change Repurchase Price for the Notes shall be made promptly following the later of the Fundamental Change Repurchase Date and the time of book-entry transfer or delivery of the Notes, as the case may be.

All questions as to the validity, eligibility (including time of receipt) and acceptance of any Notes for repurchase shall be determined by the Company, whose determination shall be final and binding absent manifest error.

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Fundamental Change Repurchase Notice contemplated by this Section 3.01 shall have the right to withdraw such Fundamental Change Repurchase Notice at any time prior to the Fundamental Change Repurchase Expiration Time by delivering a written notice of withdrawal to the Paying Agent in accordance with Section 3.02 below.

The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof.

(b) On or before the tenth Business Day after the occurrence of a Fundamental Change, the Company shall provide to all Holders on the date of the Fundamental Change at their addresses shown in the Register of the Registrar and to beneficial owners to the extent required by applicable law, the Trustee and the Paying Agent a written notice (the "**Fundamental Change Company Notice**") of the occurrence of the Fundamental Change and the resulting repurchase right.

Each Fundamental Change Company Notice shall specify, among other things:

(i) the events causing the Fundamental Change; and

(ii) the date of the Fundamental Change;

(iii) the Fundamental Change Repurchase Date;

(iv) the last date on which a repurchase upon a Fundamental Change may be exercised, which shall be the Business Day immediately preceding the Fundamental Change Repurchase Date;

(v) the Fundamental Change Repurchase Price;

(vi) the names and addresses of the Paying Agent and the Conversion Agent;

(vii) the procedures that a Holder must follow to exercise the right to repurchase upon a Fundamental Change;

(viii) that the Fundamental Change Repurchase Price for any Notes as to which a Fundamental Change Repurchase Notice has been given and not withdrawn shall be paid on the later of such Fundamental Change Repurchase Date and the time of book-entry transfer or delivery of the Notes (together with all necessary endorsements);

(ix) that, except as otherwise provided herein with respect to a Fundamental Change Repurchase Date that is after a Regular Record Date for the payment of an installment of interest and on or before the related Interest Payment Date, on and after such Fundamental Change Repurchase Date (unless there shall be a Default in the payment of the Fundamental Change Repurchase Price), interest on Notes subject to repurchase upon Fundamental Change shall cease to accrue, and all rights of the Holders of such Notes shall terminate, other than the right to receive, in accordance herewith, the Fundamental Change Repurchase Price;

(x) that a Holder shall be entitled to withdraw its election in the Fundamental Change Repurchase Notice prior to 5:00 p.m., New York City time, on the Business Day immediately preceding the Fundamental Change Repurchase Date, by means of a letter or facsimile transmission (receipt of which is confirmed and promptly followed by a letter) setting forth the name of such Holder, a statement that such Holder is withdrawing its election to have Notes purchased by the Company on such Fundamental Change Repurchase Date pursuant to a repurchase upon a Fundamental Change, the certificate number(s) of such Notes to be so withdrawn, if such Notes are certificated Notes, the principal amount of the Notes of such Holder to be so withdrawn, which amount must be $1,000 or an integral multiple thereof and the principal amount, if any, of the Notes of such Holder that remain subject to the Fundamental Change Repurchase Notice delivered by such Holder in accordance with this Section 3.01, which amount must be $1,000 or an integral multiple thereof; provided, however, that if there shall be a Default in the payment of the Fundamental Change Repurchase Price, a Holder shall be entitled to withdraw its election in the Fundamental Change Repurchase Notice at any time during which such Default is continuing;

(xi) the Conversion Rate and any adjustments to the Conversion Rate that shall result from such Fundamental Change;

(xii) that Notes with respect to which a Fundamental Change Repurchase Notice is given by a Holder may be converted pursuant to Article 10 only if such Fundamental Change Repurchase Notice has been withdrawn in accordance with this Section 3.01 or the Company defaults in the payment of the Fundamental Change Repurchase Price;

(xiii) the CUSIP number or numbers, as the case may be, of the Notes; and

(xiv) the procedures that Holders must follow to require the Company to repurchase their Notes.

No failure of the Company to give the foregoing notices and no defect therein shall limit the repurchase rights of Holders or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 3.01.

Notwithstanding the foregoing, the Company will not be required to repurchase, or to make an offer to repurchase, the Notes upon a Fundamental Change if a third party makes such an offer in the same manner, at the same time and otherwise in compliance with the requirements for an offer made by the Company pursuant to Article III and such third party purchases all Notes properly surrendered and not validly withdrawn under its offer in the same manner, at the same time and otherwise in compliance with the requirements for an offer made by the Company pursuant to Article III.

(c) Notwithstanding the foregoing, no Notes may be repurchased by the Company at the option of the Holders upon a Fundamental Change if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Fundamental Change Repurchase Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes).

SECTION 3.02. Withdrawal of Fundamental Change Repurchase Notice. A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the Corporate Trust Office in accordance with the Fundamental Change Repurchase Notice at any time prior to the Fundamental Change Repurchase Expiration Time, specifying:

(1) with respect to Global Notes, the appropriate Depositary information and, with respect to certificated Notes, the certificate number, if any, of the withdrawn Notes;

(2) the principal amount of the withdrawn Notes; and

(3) the principal amount, if any, of such Notes that remains subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of $1,000 or multiples of $1,000.

SECTION 3.03. Deposit of Fundamental Change Repurchase Price. Prior to 10:00 a.m., New York City time, on the Fundamental Change Repurchase Date, the Company shall deposit with the Paying Agent or, if the Company or a Wholly Owned Subsidiary of the Company is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 2.06, an amount of cash in immediately available funds, sufficient to pay the aggregate Fundamental Change Repurchase Price of all the Notes or portions thereof that are to be repurchased as of the Fundamental Change Repurchase Date.

If the Paying Agent holds on the Fundamental Change Repurchase Date cash sufficient to pay the Fundamental Change Repurchase Price of the Notes that Holders have elected to require the Company to repurchase in accordance with Section 3.01, then, as of the Fundamental Change Repurchase Date:

(i) such Notes shall cease to be outstanding, interest shall cease to accrue, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Paying Agent, as the case may be; and

(ii) all other rights of the Holders of such Notes shall terminate, other than the right to receive the Fundamental Change Repurchase Price upon delivery or transfer of the Notes.

SECTION 3.04. Notes Repurchased in Part. Upon presentation of any Notes repurchased only in part, the Company shall execute and the Trustee shall authenticate and make available for delivery to the Holder thereof, at the expense of the Company, a new Note or Notes, of any authorized denomination, in aggregate principal amount equal to the unrepurchased portion of the Notes presented.

SECTION 3.05. Covenant to Comply with Securities Laws Upon Repurchase of Notes. In connection with any repurchase upon a Fundamental Change, the Company shall, to the extent applicable, (i) comply with the provisions of Rule 13e-4 and any other tender offer rules under the Exchange Act that may be applicable at the time of the offer to repurchase the Notes; (ii) file a Schedule TO or any other schedule required in connection with any offer by the Company to repurchase the Notes; and (iii) comply with all other federal and state securities laws in connection with any offer by the Company to repurchase the Notes.

ARTICLE 4

Covenants

SECTION 4.01. Payment of Notes. The Company shall promptly pay the principal of and interest on the Notes on the dates and in the manner provided in the Notes and in this Indenture. Principal and interest shall be considered paid on the date due if on such date the Trustee or the Paying Agent holds in accordance with this Indenture money sufficient to pay all principal and interest then due and the Trustee or the Paying Agent, as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Company shall pay interest on overdue principal at the rate specified therefor in the Notes, and it shall pay interest on overdue installments of interest at the rate and in the manner specified in Section 2.13.

SECTION 4.02. Maintenance of Office or Agency. The Company shall maintain an office or agency where the Notes may be surrendered for registration of transfer or exchange or for presentation for payment or for conversion or repurchase and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. As of the date of this Indenture, such office is located at the office of the Trustee located at The Bank of New York Mellon Trust Company, N.A., 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, Attention: Corporate Trust Administration and, at any other time, at such other address as the Trustee may designate from time to time by notice to the Company. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency not designated or appointed by the Trustee. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office.

The Company may also from time to time designate co-registrars and one or more offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 4.03. Reports; 144A Information.

(a) The Company shall provide the Trustee with a copy of the reports it must file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act no later than the time those reports must be filed with the SEC (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). The filing of these reports with the SEC through its EDGAR database within the time periods for filing the same under the Exchange Act (taking into account any applicable grace periods provided thereunder) shall satisfy the Company's obligation to furnish those reports to the Trustee; provided, however, that the Trustee shall have no obligation whatsoever to determine whether or not such filings have been made.

(b) If at any time the Company is not subject to the reporting obligations of the Exchange Act, the Company shall furnish to the Holders or beneficial holders and prospective purchasers of the Notes or the Common Stock issued upon conversion, upon their request, the information, if any, required under Rule 144A(d)(4) under the Securities Act until such time as such securities are no longer "restricted securities" within the meaning of Rule 144 under the Securities Act, assuming these securities have not been owned by an affiliate of the Company.

(c) Delivery of such reports, information and documents to the Trustee is for information purposes only and Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the

Trustee is entitled to rely exclusively on Officers' Certificates). The Trustee is under no duty to examine such reports, information or documents to ensure compliance with the provisions of this Indenture or to ascertain the correctness or otherwise of the information or the statements contained therein. The Trustee is entitled to assume such compliance and correctness unless a Responsible Officer of the Trustee is informed otherwise.

SECTION 4.04. Existence. The Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights (charter and statutory); provided that the Company shall not be required to preserve any such right if the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not disadvantageous in any material respect to the Holders.

SECTION 4.05. [Reserved].

SECTION 4.06. Compliance Certificate. The Company shall deliver to the Trustee within 120 calendar days after the end of each fiscal year of the Company (beginning with the fiscal year ended December 31, 2019) an Officers' Certificate, stating whether or not, to the knowledge of such officer, any Default or Event of Default occurred during such period and if so, describing each Default or Event of Default, its status and the action the Company is taking or proposes to take with respect thereto. The Company also shall comply with Section 314(a)(4) of the Trust Indenture Act.

SECTION 4.07. Further Instruments and Acts. The Company shall execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Indenture.

SECTION 4.08. Notification of Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest. If Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest, as applicable, is payable by the Company, the Company shall deliver to the Trustee an Officers' Certificate to that effect stating (i) the amount of such Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest, as applicable, that is payable and (ii) the date on which payment of such Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest, as applicable, shall commence. Unless and until a Responsible Officer of the Trustee receives such a certificate, the Trustee may assume without inquiry that no Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest, as applicable, is payable.

SECTION 4.09. Statement by Officer as to Default. The Company shall deliver to the Trustee, promptly and in any event ten Business Days after the Company becomes aware of the occurrence of any Event of Default or Default, an Officers' Certificate setting forth the details of such Event of Default or Default, its status and the action which the Company proposes to take with respect thereto.

SECTION 4.10. Waiver of Stay, Extension or Usury Laws. The Company covenants (to the extent it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on the Notes as contemplated herein, wherever enacted, now or at any time; the Company (to the extent it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 4.11. [Reserved].

SECTION 4.12. Rule 144 Additional Interest.

(a) If, at any time during the six-month period beginning on, and including, the date which is six months after the last original issuance date of the Notes, the Company fails to timely file any document or report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (after giving effect to all applicable grace periods thereunder and other than current reports on Form 8-K), the Company shall pay additional interest ("**Rule 144 Additional Interest**") on the Notes which shall accrue on all transfer restricted Notes at an annual rate of 0.50% per annum of the principal amount of such Notes outstanding for each day during such period for which the Company's failure to file continues.

(b) Rule 144 Additional Interest payable in accordance with Section 4.12(a) shall be payable in arrears on each Interest Payment Date following the late filing in the same manner as regular interest on the Notes.

(c) No Rule 144 Additional Interest shall accrue after the six month period provided in Section 4.12(a), regardless of whether such failure has occurred or is continuing.

SECTION 4.13. Free Transferability of Notes.

(a) The Company will remove the Restricted Note Legend on the Notes and otherwise permit transfers of the Notes without restriction promptly after the earlier of (i) the transfer of the Notes pursuant to a registration statement which has been declared effective under the Securities and which continues to be effective at the time of such transfer, (ii) the expiration of one year from the last date of original issuance of the Notes, or (iii) such shorter period of time as permitted by Rule 144 under the Securities Act or any successor provision thereunder.

(b) The Company shall remove the legends from the Notes (and any Common Stock issued upon conversion thereof) as follows:

(i) if such Notes or Common Stock are evidenced by one or more Global Notes or global certificates, as the case may be, the Company will remove such legends on the date specified by Section 4.13(a); provided that if the Depositary requires any action on the part of any participant in the Depositary or any beneficial owner of such Notes or Common Stock, the Company will not be required to remove such legends until such action has been taken; and

(ii) if such Notes and Common Stock are in certificated form, the Company will remove such legends upon surrender of such Notes or Common Stock to the Company for exchange, transfer, conversion or redemption, as the case may be, at any time on or after the date specified by Section 4.13(a).

(c) Further, if, and for so long as, the Restricted Note Legend on the Notes has not been removed, the Notes are assigned a restricted CUSIP or the Notes are not otherwise Freely Transferable by holders other than Affiliates of the Company or Persons that were Affiliates of the Company during the immediately preceding three months (without restrictions pursuant to U.S. securities law or the terms of this Indenture or the Notes) as of the 380th day after the last date of original issuance of the Notes, the Company shall pay additional interest ("**Free Transferability Additional Interest**") on the Notes at a rate equal to 0.50% per annum of the principal amount of Notes outstanding until the Notes are Freely Transferable as described above by holders other than Affiliates of the Company or Persons that were Affiliates of the Company during the immediately preceding three months. No Free Transferability Additional Interest shall be payable pursuant to this Section 4.13 for so long as Rule 144 Additional Interest is accruing and payable pursuant to Section 4.12; provided, however, that, for the avoidance of any doubt, Free Transferability Additional Interest shall accrue and be payable pursuant to this Section 4.13 once such Rule 144 Additional Interest ceases to accrue and be payable pursuant to Section 4.12.

(d) Free Transferability Additional Interest payable in accordance with Section 4.13(c) shall be payable in arrears on each Interest Payment Date following the 380th day after the last date of original issuance of the Notes in the same manner as regular interest on the Notes.

(e) Notwithstanding anything to the contrary contained in this Indenture, the sole remedy under this Indenture for not removing the legends from the Notes as provided in this Section 4.13 shall be the payment of Free Transferability Additional Interest as provided in Section 4.13(c).

ARTICLE 5

Successor Company

SECTION 5.01. When Company May Merge or Transfer Assets. The Company shall not, in a single transaction or a series of related transactions, consolidate with or merge with or into any other Person or sell, convey, transfer, lease or otherwise dispose of all or substantially all of the property and assets of the Company and its Subsidiaries taken as a whole to another Person, unless:

(a) either (i) the Company is the surviving corporation or (ii) the resulting, surviving or transferee Person (if other than the Company) (the "**Successor Company**") is a corporation organized and existing under the laws of the United States, any state thereof or the District of Columbia and such Person assumes, by a supplemental indenture in a form reasonably satisfactory to the Trustee, all of the Company's obligations under the Notes and this Indenture;

(b) immediately after giving effect to the transaction, no Default or Event of Default has occurred and is continuing;

(c) if as a result of such transaction the Notes become convertible into common stock or other securities issued by a third party, such third party fully and unconditionally guarantees all obligations of the Company or the Successor Company, as applicable, under the Notes and this Indenture; and

(d) the Company has delivered to the Trustee the Officers' Certificate and Opinion of Counsel stating that such transaction complies with Article 5.

SECTION 5.02. Successor to Be Substituted. In case of any such transaction described in Section 5.01 other than a lease in which the Company is not the surviving corporation and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and reasonably satisfactory in form and substance to the Trustee, of the due and punctual payment of the principal of and interest on all of the Notes, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed or satisfied by the Company, such Successor Company shall succeed, and be substituted for, and may exercise every right and power of, the Company, and InterDigital, Inc. shall be discharged from its obligations under the Notes and this Indenture, except in the case of a lease. Such Successor Company thereupon may cause to be signed, and may issue either in its own name or in the name of InterDigital, Inc. any or all of the Notes, issuable hereunder that theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Notes that such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, sale, conveyance, transfer or other disposition, upon compliance with this Article 5 the Person named as the "Company" in the first paragraph of this Indenture or any successor that shall thereafter have become such in the manner prescribed in this Article 5 may be dissolved, wound up and liquidated at any time thereafter and such Person shall be discharged from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture.

SECTION 5.03. Opinion of Counsel to Be Given Trustee. Prior to execution of any supplemental indenture pursuant to this Article 5, the Trustee shall receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, conveyance, transfer, lease or other disposition and any such assumption complies with the provisions of this Article 5.

ARTICLE 6

Defaults and Remedies

SECTION 6.01. Events of Default. An "**Event of Default**" occurs if:

(a) the Company fails to pay any interest on the Notes when due and such failure continues for a period of 30 calendar days;

(b) the Company fails to pay principal of the Notes when due at maturity, or the Company fails to pay the Fundamental Change Repurchase Price payable, in respect of any Notes when due;

(c) the Company fails to deliver cash and, if applicable, shares of Common Stock, as required pursuant to Article 10 upon the conversion of any Notes, and such failure continues for five calendar days following the scheduled settlement date for such conversion;

(d) the Company fails to comply with Article 5;

(e) the Company fails to provide notice of any transaction described under Section 10.01(2);

(f) the Company fails to provide notice of the anticipated effective date or actual effective date of a Fundamental Change pursuant to Sections 3.01(b), Section 10.01(2) or 10.01(3), in each case, which failure continues for five days after the date when due;

(g) the Company fails to perform or observe any term, covenant or agreement in the Notes or this Indenture (other than a covenant or agreement a default in whose performance or whose breach is elsewhere in this Section 6.01 specifically dealt with) for a period of 60 calendar days after the written notice specified below is given by the Trustee to the Company or by the Holders of at least 25% in aggregate principal amount of the Notes then outstanding to the Company and the Trustee, as the case may be;

(h) the failure to pay when due (whether at stated maturity or otherwise) or a default that results in the acceleration of maturity, of any Indebtedness of the Company or any Significant Subsidiary in an aggregate amount in excess of $25,000,000 (or its foreign currency equivalent), unless such Indebtedness is paid or discharged, or such acceleration is rescinded, stayed or annulled, within a period of 30 calendar days after the written notice specified below is given by the Trustee to the Company or by the Holders of at least 25% in aggregate principal amount of the Notes then outstanding to the Company and the Trustee, as the case may be;

(i) a final judgment for the payment in excess of $25,000,000 (or its foreign currency equivalent) (excluding any amounts covered by insurance) rendered against the Company or any Subsidiary of the Company, which judgment is not paid, discharged or stayed within 60 calendar days after (A) the date on which the right to appeal or petition for review thereof has expired if no such appeal or review has commenced, or (B) the date on which all rights to appeal or petition for review have been extinguished;

(j) the Company or any of its Significant Subsidiaries pursuant to or within the meaning of any Bankruptcy Law:

(1) commences a voluntary case;

(2) consents to the entry of an order for relief against it in an involuntary case;

(3) consents to the appointment of a Custodian of it or for any substantial part of its property;

(4) makes a general assignment for the benefit of its creditors; or

(5) or takes any comparable action under any foreign laws relating to insolvency; or

(k) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against the Company or any of its Significant Subsidiaries in an involuntary case;

(2) appoints a Custodian of the Company or any of its Significant Subsidiaries or for any substantial part of its property;

(3) orders the winding up or liquidation of the Company or any of its Significant Subsidiaries; or

(4) any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 60 calendar days.

The foregoing shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is 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.

The term "**Bankruptcy Law**" means Title 11, United States Code, or any similar federal or state law for the relief of debtors. The term "**Custodian**" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

A Default under clause (g) or (h) of this Section 6.01 is not an Event of Default until the Trustee notifies the Company or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding notify the Company and the Trustee, as the case may be, of the Default and the Company does not cure such Default within the time specified in clause (g) or (h) of this Section 6.01, as applicable, after receipt of such notice. Such notice must specify the Default, demand that it be remedied and state that such notice is a "**Notice of Default**".

SECTION 6.02. Acceleration. If an Event of Default (other than an Event of Default specified in Section 6.01(j) or (k) with respect to the Company) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in aggregate principal amount of the outstanding Notes by notice to the Company and the Trustee, may declare the principal amount of the Notes and accrued and unpaid interest on the outstanding Notes to be due and payable. If an Event of Default specified in Section 6.01(j) or (k) with respect to the Company occurs, the principal amount of the Notes and accrued and unpaid interest on the outstanding Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

After a declaration of acceleration, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in aggregate principal amount of the Notes outstanding, by written notice to the Company and the Trustee, may rescind and annul such declaration if:

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

(1) all overdue interest on all Notes;

(2) the principal amount of any Notes that have become due otherwise than by such declaration of acceleration;

(3) to the extent that payment of such interest is lawful, interest upon overdue interest; and

(4) all sums paid or advanced by the Trustee under this Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(b) all Events of Default, other than the non-payment of the principal amount of the Notes and any accrued and unpaid interest that have become due solely by such declaration of acceleration or the failure to deliver consideration upon conversion, have been cured or waived.

No such rescission and annulment shall affect any subsequent Default or Event of Default or impair any right consequent thereon.

SECTION 6.03. [Reserved].

SECTION 6.04. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of or interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

SECTION 6.05. Waiver of Past Defaults. Subject to Section 6.02, the Holders of a majority in aggregate principal amount of the Notes outstanding may, on behalf of all Holders of all the Notes, waive any past Default or Event of Default under this Indenture and its consequences, except:

(i) the Company's failure to pay principal of or interest on any Notes when due;

(ii) the Company's failure to convert any Notes into cash and, if applicable, Common Stock pursuant to the terms of this Indenture;

(iii) the Company's failure to pay the Fundamental Change Repurchase Price on the Fundamental Change Repurchase Date in connection with a Holder exercising its repurchase rights; or

(iv) the Company's failure to comply with any of the provisions of this Indenture that under Section 9.02 cannot be amended without the consent of each Holder affected.

When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

SECTION 6.06. Control by Majority. The Holders of a majority in aggregate principal amount of the outstanding Notes shall have the right to direct the time, method and place of any proceedings for any remedy available to the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01, that the Trustee determines is unduly prejudicial to the rights of other Holders or would involve the Trustee in personal liability or expense for which the Trustee has not received adequate indemnity as determined by it in good faith; provided, however, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any action hereunder, the Trustee shall be entitled to indemnity or security reasonably satisfactory to it in its sole discretion against all losses, liabilities, and expenses caused by taking or not taking such action.

SECTION 6.07. Limitation on Suits. Except to enforce the right to receive payment of principal or interest when due or consideration due upon conversion when due, no Holder may pursue any remedy with respect to this Indenture or the Notes unless:

(a) such Holder has given the Trustee written notice of an Event of Default;

(b) the Holders of at least 25% in aggregate principal amount of the outstanding Notes have made a written request to the Trustee to pursue the remedy, and offered reasonable security or indemnity against any costs, liability or expense of the Trustee;

(c) the Trustee fails to comply with such request within 60 calendar days after receipt of such request and the offer of indemnity; and

(d) the Trustee has not received an inconsistent direction from the Holders of a majority in aggregate principal amount of the outstanding Notes.

A Holder may not use this Indenture to prejudice the rights of another Holder or to obtain a preference or priority over another Holder (it being understood that the Trustee shall not have any affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

SECTION 6.08. Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of principal (including payments pursuant to the required repurchase provisions of the Notes) of and interest on the Notes held by such Holder, on or after the respective due dates expressed in the Notes or in the event of repurchase, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder. In addition, notwithstanding any other provision of this Indenture, the right of any Holder to enforce its rights of conversion in accordance with the provisions of Article 10, on or after the applicable date for settlement of the Company's Conversion Obligation, shall not be impaired or affected without the consent of such Holder.

SECTION 6.09. Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a), (b) or (c) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount then due and owing (together with interest on any unpaid interest to the extent lawful) and the amounts provided for in Section 7.07.

SECTION 6.10. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel) and the Holders allowed in any judicial proceedings relative to the Company, its Subsidiaries or its or their respective creditors or property and, unless prohibited by law or applicable regulations, may be entitled and empowered to participate as a member of any official committee of creditors appointed in such matter, and may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel, and any other amounts due the Trustee under Section 7.07.

SECTION 6.11. Priorities. If the Trustee collects any money or property pursuant to this Article 6, it shall pay out the money or property in the following order:

FIRST: to the Trustee for amounts due under Section 7.07;

SECOND: to Holders for amounts due and unpaid on the Notes for principal (including payments pursuant to the required repurchase provisions of the Notes) and interest, ratably without preference or priority of any kind, according to the amounts due and payable on the Notes for principal (including payments pursuant to the required repurchase provisions of the Notes) and interest or in respect of any Conversion Obligation of the Company, respectively; and

THIRD: to the Company.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.11. At least fifteen calendar days before such record date, the Trustee shall send to each Holder and the Company a notice that states the record date, the payment date and amount to be paid.

SECTION 6.12. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.12 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.08 or a suit by Holders of more than 10% in principal amount of the Notes.

SECTION 6.13. Failure to Comply with Reporting Covenant(a) . Notwithstanding anything to the contrary in this Indenture, the Company may elect that the sole remedy for an Event of Default relating to the Company's failure to comply with the covenant in Section 4.03(a) and the Company's failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act (which also relate to the provision of reports), for the 360 days after the occurrence of such an Event of Default shall consist exclusively of the right to receive additional interest (the "**Reporting Additional Interest**") on the Notes at an annual rate equal to (i) 0.25% of the outstanding principal amount of the Notes from the first date of the occurrence of such Event of Default to, but not including, the 180th day thereafter (or such earlier date on which the Event of Default relating to the Company's reporting obligations pursuant to Section 4.03(a) and Section 314(a)(1) of the Trust Indenture Act shall have been cured or waived) and (ii) 0.50% of the outstanding principal amount of the Notes from the 181st date following the occurrence to the 360th day after the first date of the occurrence of such Event of Default (or such earlier date on which the Event of Default relating to the Company's reporting obligations pursuant to Section 4.03(a) and Section 314(a)(1) of the Trust Indenture Act shall have been cured or waived). In the event the Company does not elect to pay the Reporting Additional Interest upon an Event of Default in accordance with this Section 6.13, the Notes shall be subject to acceleration pursuant to Section 6.02. This Reporting Additional Interest shall be payable in arrears on the same dates and in the same manner as regular interest on the Notes. On such 360th day, if such Event of Default is continuing, such Reporting Additional Interest shall cease to accrue and the Notes shall be subject to acceleration as provided in Section 6.02. For the avoidance of doubt, in the event Rule 144 Additional Interest is triggered under Section 4.12 or Free Transferability Additional Interest is triggered under Section 4.13 during a period in which the Company has elected that the accrual of Reporting Additional Interest be the sole remedy for any such Event of Default, no Reporting Additional Interest shall be payable pursuant to this Section 6.13 for so long as Rule 144 Additional Interest is accruing and payable pursuant to Section 4.12 or Free

Transferability Additional Interest is accruing and payable pursuant to Section 4.13. This Section 6.13 shall not affect the rights of Holders in the event of the occurrence of any other Event of Default. The Company shall notify the Trustee in writing promptly upon its becoming aware of its obligation to pay Reporting Additional Interest, the date on which such Reporting Additional Interest is payable and the amount identified as Reporting Additional Interest. In no event shall the Trustee be charged with knowledge of whether such Reporting Additional Interest is due, unless it has received the written notice referred to in the preceding sentence.

ARTICLE 7

Trustee

SECTION 7.01. Duties of Trustee. (a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the Trustee need only perform such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b) of this Section;

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

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.06.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section.

(e) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company.

(f) Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section and to the provisions of the Trust Indenture Act.

SECTION 7.02. Rights of Trustee. (a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officers' Certificate or Opinion of Counsel.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

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

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Holders pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security or indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

(g) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its rights to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other Person employed to act hereunder.

(h) The Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

(i) The Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

(j) The Trustee shall not be required to give any note, bond or surety in respect of the execution of the trusts and powers under this Indenture.

(k) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunction of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authorities and governmental action.

(l) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 7.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Conversion Agent, Paying Agent, Registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 7.10 and 7.11.

SECTION 7.04. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Company in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication.

SECTION 7.05. Notice of Defaults. (a) The Trustee shall not be deemed to have notice or knowledge of any Default, unless a Responsible Officer has received written notice thereof at its Corporate Trust Office, and such notice references this Indenture. No duty imposed upon the Trustee in this Indenture shall be applicable with respect to any Default of which the Trustee is not deemed to have notice.

(b) If a Default or Event of Default occurs and is continuing, the Trustee shall deliver to each Holder at the address set forth in the Register notice of the Default or Event of Default within 90 calendar days after receipt by it of written notice of the occurrence of such Default or Event of Default. Except in the case of a Default or Event of Default in payment of principal or interest on any Notes or a Default in the failure to deliver the consideration due upon conversion, the Trustee may withhold notice if and so long as a committee of its Responsible Officers in good faith determines that withholding notice is in the interests of the Holders.

SECTION 7.06. Reports by Trustee to Holders. As promptly as practicable after each May 15 beginning with the May 15 following the date of this Indenture, the Trustee shall mail to each Holder a brief report dated as of such May 15 that complies with Section 313(a) of the Trust Indenture Act, if required by such Section 313(a) of the Trust Indenture Act. The Trustee also shall comply with Section 313(b) of the Trust Indenture Act. The Trustee shall also transmit all reports required by Section 313(c) of the Trust Indenture Act.

SECTION 7.07. Compensation and Indemnity. The Company shall pay to the Trustee from time to time such compensation as the Company and the Trustee shall from time to time agree in writing. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Company shall indemnify the Trustee, and hold it harmless, against any and all loss, liability or expense (including reasonable attorneys' fees) incurred by or in connection with the offer and sale of the Notes or the administration of this trust and the performance of its duties hereunder. The Trustee shall notify the Company of any claim for which it may seek indemnity promptly upon obtaining actual knowledge thereof; provided, however, that any failure so to notify the Company shall not relieve the Company of its indemnity obligations hereunder. The Company shall defend the claim and the indemnified party shall provide reasonable cooperation at the Company's expense in the defense. Such indemnified parties may have separate counsel and the Company shall pay the fees and expenses of such counsel; provided, however, that the Company shall not be required to pay such fees and expenses if it assumes such indemnified parties' defense and, in such indemnified parties' reasonable judgment, there is no conflict of interest between the Company and such parties in connection with such defense. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by an indemnified party through such party's own willful misconduct and negligence.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay principal of and interest and any liquidated damages on particular Notes.

The Company's payment obligations pursuant to this Section shall survive the satisfaction or discharge of this Indenture, any rejection or termination of this Indenture under any bankruptcy law or the resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of an Event of Default specified in Section 6.01(j) or (k) with respect to the Company, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

SECTION 7.08. Replacement of Trustee. The Trustee may resign by giving 30 days written notice to the Company. The Holders of a majority in principal amount of the Notes may remove the Trustee by giving 30 days written notice to the Trustee and may appoint a successor Trustee. The Company shall remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or other public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee is removed by the Holders of a majority in principal amount of the Notes and such Holders do not reasonably promptly appoint a successor Trustee, or if the Trustee resigns, is removed by the Company or a vacancy otherwise exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

If a successor Trustee does not take office within 60 calendar days after the retiring Trustee resigns or is removed, the retiring Trustee or the holders of 10% in principal amount of the Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section, the Company's obligations under Section 7.07 shall continue for the benefit of the retiring Trustee.

SECTION 7.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all of its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Notes or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 7.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of Trust Indenture Act § 310(a). The Trustee shall have a combined capital and surplus of at least $100,000,000 as set forth in its most recent published annual report of condition. The Trustee shall comply with Trust Indenture Act § 310(b); provided, however, that there shall be excluded from the operation of Trust Indenture Act § 310(b)(1) any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in Trust Indenture Act § 310(b)(1) are met.

SECTION 7.11. Preferential Collection of Claims Against Company. The Trustee shall comply with Trust Indenture Act § 311(a), excluding any creditor relationship listed in Trust Indenture Act § 311(b). A Trustee who has resigned or been removed shall be subject to Trust Indenture Act § 311(a) to the extent indicated.

ARTICLE 8

Discharge of Indenture

SECTION 8.01. Discharge of Liability on Notes. (a) This Indenture shall, subject to Section 8.01(b), cease to be of further effect if:

(1) the Company (i) delivers all outstanding Notes (other than Notes replaced pursuant to Section 2.09) to the Trustee for cancellation or (ii) deposits with the Trustee or the Paying Agent after such Notes have become due and payable, whether at stated maturity, upon conversion, or on any Fundamental Change Repurchase Date, cash or, in the case of conversion, cash and shares of Common Stock, if any, issuable upon conversion (and cash in lieu of fractional shares) calculated in accordance with this Indenture sufficient to satisfy all obligations due on all outstanding Notes and pays all other sums payable under this Indenture;

(2) in the case of a deposit pursuant to Section 8.01(a)(1)(ii), no Default or Event of Default with respect to the Notes shall exist on the date of such deposit and such deposit shall not result in a breach or violation of, or constitute a Default under, this Indenture; and

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

(b) Notwithstanding Section 8.01(a), the Company's obligations in Sections 2.05, 2.06, 2.07, 2.08, 2.09, 2.10, 7.07, 7.08 and in this Article 8 shall survive until the Notes have been paid in full. Thereafter, the Company's obligations in Sections 7.07, 8.03 and 8.04 shall survive.

SECTION 8.02. Application of Trust Money. The Trustee shall hold in trust money and any shares of Common Stock or other property due in respect of converted Notes deposited with it pursuant to this Article 8. It shall apply the deposited money through the Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Notes or, in the case of any shares of Common Stock or other property due in respect of converted Notes, in accordance with this Indenture in relation to the conversion of Notes pursuant to the terms hereof.

SECTION 8.03. Repayment to Company. Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon written request any money held by them for the payment of principal or interest and any shares of Common Stock or other property due in respect of converted Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money and/or securities must look to the Company for payment as general creditors.

SECTION 8.04. Reinstatement. If the Trustee or Paying Agent is unable to apply any money or to deliver any shares of Common Stock or other property due in respect of converted Notes in accordance with this Article 8 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to this Article 8 until such time as the Trustee or Paying Agent is permitted to apply all such money and any shares of Common Stock or other property due in respect of converted Notes in accordance with this Article 8; provided, however, that, if the Company has made any payment of interest on or principal of any Notes because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9

Amendments

SECTION 9.01. Without Consent of Holders. The Company and the Trustee may amend this Indenture or the Notes without notice to or consent of any Holder:

(a) to provide for conversion rights of Holders and the Company's repurchase obligations in connection with a Fundamental Change in the event of any reclassification of the Common Stock, merger or consolidation, or sale, conveyance, transfer, lease or other disposition of all or substantially all of the property and assets of the Company and its Subsidiaries taken as a whole;

(b) to provide for the assumption of the Company's obligations to the Holders in the event of a merger or consolidation, or sale, conveyance, transfer, lease or other disposition of all or substantially all of the property and assets of the Company and its Subsidiaries taken as a whole;

(c) to secure the Notes;

(d) to surrender any right or power conferred upon the Company;

(e) to add to the Company's covenants or Events of Default for the benefit of the Holders;

(f) to cure any ambiguity or correct or supplement any inconsistent or otherwise defective provision contained in this Indenture; *provided* that such modification or amendment does not adversely affect the interests of the Holders in any respect;

(g) to make any provision with respect to matters or questions arising under this Indenture that the Company may deem necessary or desirable and that shall not be inconsistent with provisions of this Indenture; provided that such change or modification does not, in the good faith opinion of the Board of Directors, adversely affect the interests of the Holders in any respect;

(h) to increase the Conversion Rate;

(i) to irrevocably elect a Settlement Method or a Specified Dollar Amount, in each case no later than March 1, 2024, or eliminate the Company's right to elect a Settlement Method;

(j) to comply with the requirements of the SEC in order to effect or maintain the qualification of this Indenture under the Trust Indenture Act;

(k) to add guarantees of obligations under the Notes in accordance with Section 4.11 or otherwise;

(l) to provide for a successor Trustee; and

(m) conform the provisions of this Indenture to any provision of the "Description of the Notes" in the Preliminary Offering Memorandum as supplemented by the related pricing term sheet dated May 29, 2019.

After a modification or amendment under this Section becomes effective, the Company shall send to the Holders a notice briefly describing such modification or amendment. However, the failure to give such notice to all Holders, or any defect in the notice, shall not impair or affect the validity of the modification or amendment under this Section.

SECTION 9.02. With Consent of Holders. The Company and the Trustee may modify or amend this Indenture or the Notes with the written consent or affirmative vote (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) of the Holders of a majority in aggregate principal amount of the Notes then outstanding, without notice to any other Holder. However, without the written consent or the affirmative vote (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) of each Holder of an outstanding Note affected by such change, an amendment may not:

(a) change the Maturity Date;

(b) reduce the rate or extend the time for payment of interest on any Notes;

(c) reduce the principal amount of any Notes;

(d) reduce any amount payable upon repurchase of any Notes upon a Fundamental Change;

(e) impair the right of a Holder to receive payment of or with respect to, or the conversion consideration due upon the conversion of, any Notes or institute suit for receipt of payment of or with respect to, or the conversion consideration due upon the conversion of, any Notes;

(f) change the currency in which any Notes is payable;

(g) change the Company's obligation to repurchase any Notes upon a Fundamental Change in a manner adverse to the Holders;

(h) affect the right of a Holder to convert any Notes into cash and, if applicable, shares of the Common Stock or reduce the number of shares of Common Stock or amount of property, including cash, receivable upon conversion pursuant to the terms of this Indenture;

(i) make any change in Section 6.05 or the second sentence of this Section 9.02; or

(j) reduce the percentage of the Notes required for consent to any modification of this Indenture that does not require the consent of each affected Holder.

It shall not be necessary for the consent of the Holders under this Section to approve the particular form of any proposed modification or amendment. It is sufficient if such consent approves the substance of the proposed modification or amendment.

After a modification or amendment under this Section becomes effective, the Company shall mail to Holders a notice briefly describing such modification or amendment. However, the failure to give such notice to all Holders, or any defect in the notice, shall not impair or affect the validity of the modification or amendment under this Section.

SECTION 9.03. Compliance with Trust Indenture Act. Every amendment to this Indenture or the Notes shall comply with the Trust Indenture Act as then in effect.

SECTION 9.04. Revocation and Effect of Consents and Waivers. A consent to an amendment or a waiver by a Holder shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. An amendment or waiver becomes effective once both (i) the requisite number of consents have been received by the Company or the Trustee and (ii) such amendment or waiver has been executed by the Company and the Trustee.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 calendar days after such record date.

SECTION 9.05. Notation on or Exchange of Notes. If an amendment changes the terms of a Note, the Trustee may require the Holder of the Note to deliver the Note to the Trustee. The Trustee may place an appropriate notation on the Note regarding the changed terms and return it to the Holder. Alternatively, if the Company or the Trustee so determines, the Company in exchange for the Note shall issue and the Trustee shall authenticate a new Note that reflects the changed terms. Failure to make the appropriate notation or to issue a new Note shall not affect the validity of such amendment.

SECTION 9.06. Trustee to Sign Amendments. The Trustee shall sign any amendment authorized pursuant to this Article 9 if the amendment does not adversely affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may but need not sign it. In signing such amendment the Trustee shall be entitled to receive, and (subject to Sections 7.01 and 7.02) shall be fully protected in relying upon, in addition to the documents required by Section 11.04, an Officers' Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture and that such amendment is the legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, subject to customary exceptions, and complies with the provisions hereof (including Section 9.03).

ARTICLE 10

Conversion of Notes

SECTION 10.01. Right to Convert. Upon compliance with the provisions of this Article 10, a Holder may convert, at such Holder's option, its Notes based on the Conversion Rate (the "**Conversion Obligation**"). Unless the Company has previously purchased the Notes, at any time prior to 5:00 p.m., New York City time, on the Business Day immediately preceding March 1, 2024, Holders shall have the right to convert any portion of the principal amount of any Notes that is an integral multiple of $1,000 only under the following circumstances:

(1) *Conversion Based on Common Stock Price.* On any date during any calendar quarter (and only during such calendar quarter) beginning after September 30, 2019, if the Closing Sale Price for the Common Stock was more than 130% of the applicable Conversion Price on each applicable Trading Day for at least 20 Trading Days (whether or not consecutive) in the period of the 30 consecutive Trading Days ending on the last Trading Day of the immediately preceding previous calendar quarter;

(2) *Conversion Upon Specified Corporate Transactions*. If the Company:

(i) distributes to all or substantially all holders of its Common Stock any rights, options or warrants (other than in connection with a stockholder rights plan prior to separation of such rights from the shares of its Common Stock) entitling them to purchase, for a period of 45 calendar days or less from the issuance date for such distribution, shares of its Common Stock at a price per share less than the average Closing Sale Price of the Common Stock for the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such distribution; or

(ii) distributes to all or substantially all holders of its Common Stock any cash or other assets, debt securities or rights to purchase securities of the Company (other than pursuant to a rights plan), which distribution has a per share value exceeding 10% of the Closing Sale Price of the Common Stock on the Trading Day immediately preceding the declaration date for such distribution,

then, in each case, the Company shall notify all Holders at least 50 Scheduled Trading Days prior to the Ex-Dividend Date for such distribution. Once the Company has given such notice, a Holder may surrender all or a portion of its Notes for conversion at any time until the earlier of 5:00 p.m., New York City time, on the Business Day immediately preceding the Ex-Dividend Date or the Company's announcement that such distribution shall not take place. A Holder may not convert any of its Notes based on this Section 10.01(2) if as a result of holding its Notes such Holder shall otherwise participate in the distribution, without having to convert the Notes, at the same time and on the same terms as holders of the Common Stock as if such Holder held a number of shares of Common Stock equal to the Conversion Rate on the Record Date of such distribution for each $1,000 principal amount of Notes held by such Holder (calculated on an aggregate basis per Holder);

(iii) is a party to (A) a consolidation, merger or binding share exchange pursuant to which the Common Stock would be converted into cash, securities and/or other property or (B) a sale, conveyance, transfer, lease or other disposition of all or substantially all of the property and assets of the Company and its Subsidiaries taken as a whole, in either case that does not constitute a

Fundamental Change. The Company shall notify the Holders of such transaction in writing no later than the actual effective date of such transaction. In such event, a Holder shall have the right to convert its Notes at any time on or after the effective date of such transaction until the earlier of (x) 35 Trading Days after the effective date of such transaction and (y) the second Scheduled Trading Day immediately preceding the Maturity Date.

(3) *Conversion Upon a Fundamental Change*. If a Fundamental Change occurs, a Holder shall have the right to convert its Notes at any time beginning on the Business Day following the effective date of such Fundamental Change and prior to 5:00 p.m., New York City time, on the Business Day immediately preceding the repurchase date relating to such Fundamental Change until the earlier of (i) the related Fundamental Change Repurchase Date and (ii) the second Scheduled Trading Day immediately preceding the Maturity Date. The Company shall notify all Holders of any Fundamental Change in writing no later than the actual effective date of such transaction. If a Holder has submitted all or a portion of Notes for repurchase, unless such Holder has validly withdrawn such Notes in a timely fashion, such Holder's conversion rights with respect to the Notes so subject to repurchase shall expire at 5:00 p.m., New York City time, on the Business Day immediately preceding the Fundamental Change Repurchase Date, unless the Company defaults in the payment of the Fundamental Change Repurchase Price. If a Holder has submitted any Notes for repurchase, such Notes may be converted only if such Holder submits a valid withdrawal notice, and, if the Notes submitted are evidenced by a Global Note, such Holder complies with appropriate Depositary procedures; and

(4) *Conversion Upon Satisfaction of Trading Price Condition.* During the five Business Day period following any five consecutive Trading Day period in which the Trading Price per $1,000 principal amount of Notes, as determined following a request by a Holder in accordance with the procedures set forth in this Section 10.01(4), for each Trading Day of such five (5) Trading Day period was less than 98% of the product of the Closing Sale Price of the Common Stock and the Conversion Rate on such Trading Day. The Company shall have no obligation to determine the Trading Price of the Notes unless and until a Holder requests that the Company do so. Once a Holder makes such a request, the Company shall be obligated to, and shall, determine the Trading Price of the Notes for each Trading Day beginning on the Trading Day following the Business Day on which such request is received (provided that if the request is made on a day other than a Business Day, such request shall be deemed made on the first Business Day after receipt) until a Trading Day occurs on which the Trading Price per $1,000 principal amount of Notes is greater than or equal to 98% of the product of the Closing Sale Price of the Common Stock and the Conversion Rate on such Trading Day.

Commencing on March 1, 2024, at any time prior to 5:00 p.m., New York City time, on the second Scheduled Trading Day immediately preceding the Maturity Date, a Holder may, at such Holder's option, convert the Notes, in multiples of $1,000 principal amount.

SECTION 10.02. Conversion Procedures; Settlement Upon Conversion; No Adjustment for Interest or Dividends; Cash Payments in Lieu of Fractional Shares. (a) In order to exercise the conversion right with respect to any Notes in certificated form, a Holder must:

(i) complete and manually sign an irrevocable notice of conversion in the form entitled "Form of Conversion Notice" attached to the reverse of such certificated Note (or a facsimile thereof) (a "**Conversion Notice**");

(ii) deliver such Conversion Notice and certificated Note to be converted to the Conversion Agent at the office of the Conversion Agent;

(iii) to the extent any shares of Common Stock issuable upon conversion are to be issued in a name other than the Holder's, furnish appropriate endorsements and transfer documents as may be required by the Conversion Agent or the Company's Common Stock transfer agent;

(iv) if required pursuant to Section 2.03(c), pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled; and

(v) if required pursuant to Section 10.02(g), pay all transfer or similar taxes, if any.

In order to exercise the conversion right with respect to any interest in a Global Note, a Holder must:

(i) deliver to the Depositary the appropriate instruction form for conversion pursuant to the Depositary's conversion program;

(ii) to the extent any shares of Common Stock issuable upon conversion are to be issued in a name other than the Holder's, furnish appropriate endorsements and transfer documents as may be required by the Conversion Agent or the Company's Common Stock transfer agent;

(iii) if required pursuant to Section 2.03(c), pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled; and

(iv) if required pursuant to Section 10.02(g), pay all transfer or similar taxes, if any.

The date that the Holder satisfies the foregoing requirements is the "**Conversion Date**." The Notes shall be deemed to have been converted immediately prior to 5:00 p.m., New York City time, on the Conversion Date. The Person in whose name any shares of the Common Stock shall be issuable upon such conversion shall become the holder of record of such shares as of 5:00 p.m., New York City time, on the last Trading Day of the relevant Observation Period.

(b) Subject to this Section 10.02 and Section 11.15, upon conversion of any Note, the Company shall, at its election, pay or deliver, as the case may be, to the converting Holder, in full satisfaction of its Conversion Obligation, cash ("**Cash Settlement**"), shares of Common Stock ("**Physical Settlement**") or a combination of cash and shares of Common Stock ("**Combination Settlement**"), as set forth in this Section 10.02.

(i) All conversions occurring on or after March 1, 2024 shall be settled using the same Settlement Method and the same relative proportion of cash and/or shares of Common Stock as all other conversions occurring on or after March 1, 2024. If the Company elects a Settlement Method for conversions occurring on or after March 1, 2024, the Company shall deliver notice to Holders through the Trustee of such Settlement Method the Company has selected no later than March 1, 2024. If the Company does not timely elect a Settlement Method, the Company shall no longer have the right to elect Cash Settlement or Physical Settlement and the Company shall be deemed to have elected Combination Settlement in respect of its Conversion Obligation, and the Specified Dollar Amount per $1,000 principal amount of Notes shall be equal to $1,000. If the Company has timely elected Combination Settlement in respect of any conversion, but fails to notify the Conversion Agent of the Specified Dollar Amount per $1,000 principal amount of Notes, the Specified Dollar Amount shall be deemed to be $1,000.

(ii) With respect to conversions occurring prior to March 1, 2024, the Company shall use the same Settlement Method (including the same relative proportion of cash and/or shares of Common Stock) for all conversions occurring on the same Conversion Date. Except for any conversions that occur on or after March 1, 2024, the Company shall not have any obligation to use the same Settlement Method with respect to conversions that occur on different Conversion Dates. Prior to March 1, 2024, if the Company elects a Settlement Method, the Company shall deliver notice to converting Holders through the Trustee of such Settlement Method the Company has selected no later than the close of business on the Trading Day immediately following the relevant Conversion Date.

(iii) The Company may at any time prior to March 1, 2024 irrevocably elect to settle all Conversion Obligations following such election through Combination Settlement with a Specified Dollar Amount.

(iv) The cash, shares of Common Stock or combination of cash and shares of Common Stock payable or deliverable by the Company in respect of any conversion of Notes (the "**Settlement Amount**") shall be computed by the Company as follows:

(A) if the Company elects to satisfy its Conversion Obligation in respect of such conversion by Physical Settlement, the Company shall deliver to the converting Holder in respect of each $1,000 principal amount of Notes being converted a number of shares of Common Stock equal to the Conversion Rate on the Conversion Date (plus cash in lieu of any fractional share of Common Stock issuable upon conversion);

(B) if the Company elects to satisfy its Conversion Obligation in respect of such conversion by Cash Settlement, the Company shall pay to the converting Holder in respect of each $1,000 principal amount of Notes being converted cash in an amount equal to the sum of the Daily Conversion Values for each of the 40 consecutive VWAP Trading Days during the relevant Observation Period; and

(C) if the Company elects (or is deemed to have elected) to satisfy its Conversion Obligation in respect of such conversion by Combination Settlement, the Company shall pay and deliver, if applicable, to the converting Holder in respect of each $1,000 principal amount of Notes being converted a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the 40 consecutive VWAP Trading Days during the relevant Observation Period (plus cash in lieu of any fractional share of Common Stock issuable upon conversion).

If more than one Note shall be surrendered for conversion at any one time by the same Holder, the Conversion Obligation with respect to such Notes shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted hereby) so surrendered.

(v) The Daily Settlement Amounts (if applicable) and the Daily Conversion Values (if applicable) shall be determined by the Company promptly following the last VWAP Trading day of the relevant Observation Period. Promptly after such determination of the Daily Settlement Amounts or the Daily Conversion Values, as the case may be, and, if applicable, the amount of cash payable in lieu of any fractional share, the Company shall notify the Trustee and the Conversion Agent (if other than the Trustee) of the Daily Settlement Amounts or the Daily Conversion Values, as the case may be, and, if applicable, the amount of cash payable in lieu of fractional shares of Common Stock. The Trustee and the Conversion Agent (if other than the Trustee) shall have no responsibility for any such determination.

(vi) Subject to the provisions of the Section 10.02 and Section 10.05, the Company shall pay or deliver, as the case may be, the Settlement Amount due in respect of the Conversion Obligation on:

(A) if the Company elects Physical Settlement (i) the second Business Day immediately following the relevant Conversion Date for conversions occurring prior to the final Regular Record Date preceding the Maturity Date or (ii) the Maturity Date for conversions occurring on or after the final Regular Record Date preceding the Maturity Date; or

(B) the second Business Day immediately following the last VWAP Trading Day of the relevant Observation Period, if the Company elects Cash Settlement or if the Company elects or is deemed to elect Combination Settlement.

(c) Each conversion will be deemed to have been effected as to any Notes surrendered for conversion on the applicable Conversion Date; provided, however, that the Person in whose name any shares of the Common Stock shall be issuable upon such conversion shall be treated as the Holder of record of such shares as of the close of business on the Conversion Date, in the case of Physical Settlement, or the last VWAP Trading Day of the relevant Observation Period, in the case of combination settlement.

Except as provided in the Notes or in this Article 10, no payment or other adjustment will be made for accrued interest on a converted Note, and accrued interest, if any, will be deemed to be paid by the consideration paid to the Holder upon conversion. Such accrued interest, if any, shall be deemed to be paid in full rather than cancelled, extinguished or forfeited.

(d) If a Holder converts any Notes after 5:00 p.m., New York City time, on the Regular Record Date for an interest payment but prior to the corresponding Interest Payment Date, such Holder shall receive on the corresponding Interest Payment Date the interest accrued and unpaid on such Holder's Notes, notwithstanding such Holder's conversion of those Notes prior to the Interest Payment Date, assuming such Holder was the Holder of record on the corresponding Regular Record Date. However, except as provided in the next sentence, at the time such Holder surrenders its Notes for conversion (whether or not such Holder was the Holder of record), such Holder must pay the Company an amount equal to the interest (excluding any Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest) that has accrued and shall be paid on the Notes being converted on the corresponding Interest Payment Date. Such Holder is not required to make such payment:

(1) if such Holder converts its Notes after 5:00 p.m., New York City time, on May 15, 2024, which is the Regular Record Date immediately preceding the Maturity Date;

(2) if such Holder converts its Notes in connection with a Fundamental Change and the Company has specified a Fundamental Change Repurchase Date that is after a Regular Record Date and on or prior to the corresponding Interest Payment Date; or

(3) to the extent of any overdue interest (including overdue Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest, if any), if overdue interest (or overdue Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest) exists at the time of conversion with respect to such Holder's Notes.

If a Holder has already delivered a Fundamental Change Repurchase Notice pursuant to Section 3.01 with respect to a Note, such Holder may not surrender that Note for conversion until such Holder has validly withdrawn the Fundamental Change Repurchase Notice in accordance with Section 3.02, except as to a portion of such Note that is not subject to such Fundamental Change Repurchase Notice.

(e) In case any certificated Note shall be surrendered for partial conversion, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of the certificated Note so surrendered, without charge to such Holder, a new certificated Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered certificated Note.

(f) Upon the conversion of an interest in a Global Note, the Trustee and the Depositary shall reduce the principal amount of such Global Note in their records.

(g) The issue of stock certificates on conversions of Notes shall be made without charge to the converting holder of Notes for any taxes or duties in respect of the issue thereof. The Company shall not, however, be required to pay any such tax or duty which may be payable in respect of any transfer involved in the issue and delivery of stock in any name other than that of the holder of any Notes converted, and the Company shall not be required to issue or deliver any such stock certificate unless and until the Person or Persons requesting the issue thereof shall have paid to the Company the amount of such tax or duty or shall have established to the satisfaction of the Company that such tax has been paid.

(h) Except as provided in Section 10.02, upon conversion, Holders shall not receive any separate cash payment of accrued and unpaid interest (excluding any Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest) on the Notes. Accrued and unpaid interest (excluding any Rule 144 Additional Interest, Reporting Additional Interest or Free Transferability Additional Interest) to the Conversion Date shall be deemed to be paid in full with the cash paid and shares of Common Stock issued, if any, upon conversion rather than cancelled, extinguished or forfeited.

(i) The Company shall not issue fractional shares of Common Stock upon conversion of the Notes. If any fractional shares of Common Stock would be issuable upon the conversion of any Note or Notes, the Company shall instead pay cash in lieu of fractional share of Common Stock issuable upon conversion in an amount based on (i) the Daily VWAP on the relevant Conversion Date if the Company elects Physical Settlement or (ii) the Daily VWAP on the last VWAP Trading Day of the relevant Observation Period if the Company elects or is deemed to elect Combination Settlement.

(j) Except as described under Section 10.04, the Company shall not make any payment or other adjustment for dividends on any Common Stock issued upon conversion of the Notes.

(k) If the Notes become convertible under any provision of Section 10.01, the Company shall promptly notify the Trustee in writing and issue a press release and make such press release available on its website.

SECTION 10.03. Adjustment to Conversion Rate Upon a Non-Stock Change of Control. If and only to the extent a Holder elects to convert its Notes in connection with a transaction described under clauses (1), (3) (without giving effect to the proviso to clause (3)) or (4) of the definition of Fundamental Change pursuant to which 10% or more of the consideration for the Common Stock (other than cash payments for fractional shares and cash payments made

in respect of dissenters' appraisal rights) in such Fundamental Change transaction consists of cash or other securities or property that are not shares of common stock traded or scheduled to be traded immediately following such transaction on the NASDAQ Global Select Market, the NASDAQ Global Market or The New York Stock Exchange (or any of their respective successors) (a "**Non-Stock Change of Control**"), the Conversion Rate shall be increased by an additional number of shares of Common Stock (the "**Additional Shares**").

The number of Additional Shares shall be determined by reference to the table below, based on the date on which the Non-Stock Change of Control becomes effective (the "**Effective Date**") and the Stock Price paid (or deemed paid) per share for the Common Stock in such Non-Stock Change of Control.

The Company shall notify the Holders of the Effective Date of any Non-Stock Change of Control no event than the actual Effective Date of such transaction.

A conversion of the Notes shall be deemed for these purposes to be "in connection with" a Non-Stock Change of Control if the Conversion Notice is received by the Conversion Agent following the Effective Date of the Non-Stock Change of Control but before 5:00 p.m., New York City time, on the Business Day immediately preceding the related Fundamental Change Repurchase Date.

The number of Additional Shares set forth in the table below shall be adjusted in the same manner as and as of any date on which the Conversion Rate of the Notes is adjusted pursuant to this Article 10. The Stock Prices set forth in the first row of the table below (*i.e.*, the column headers) shall be simultaneously adjusted to equal the Stock Prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which shall be the Conversion Rate immediately prior to the adjustment and the denominator of which shall be the Conversion Rate as so adjusted.

The following table sets forth the number of Additional Shares per $1,000 principal amount of Notes by which the Conversion Rate shall be increased upon conversion in connection with a Non-Stock Change of Control:

	Stock Price										
Effective Date	**$62.53**	**$65.00**	**$70.00**	**$75.00**	**$80.00**	**$81.29**	**$90.00**	**$100.00**	**$125.00**	**$150.00**	**$175.00**
June 3, 2019	3.6905	3.3182	2.6772	2.1651	1.7541	1.6619	1.1545	0.7592	0.2533	0.0668	0.0051
June 1, 2020	3.6905	3.3357	2.6617	2.1267	1.7004	1.6052	1.0868	0.6913	0.2074	0.0445	0.0006
June 1, 2021	3.6905	3.2825	2.5747	2.0176	1.5788	1.4817	0.9609	0.5774	0.1425	0.0184	0.0000

June 1, 2022	3.6905	3.1889	2.4327	1.8451	1.3911	1.2920	0.7753	0.4187	0.0681	0.0007	0.0000
June 1, 2023	3.6905	3.0586	2.2107	1.5639	1.0819	0.9802	0.4825	0.1927	0.0043	0.0000	0.0000
June 1, 2024	3.6905	3.0828	1.9839	1.0315	0.1982	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

provided, however, that:

(1) if the exact Stock Price is between two Stock Prices listed in the table above under the column titled "Stock Price," or if the exact Effective Date of such Non-Stock Change of Control is between two Effective Dates listed in the table above in the rows immediately below the title "Effective Date," then the number of Additional Shares shall be determined by straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Price amounts and the earlier and later Effective Dates, as applicable, based on a 360-day year; and

(2) (a) if the exact Stock Price is greater than $175.00 per share (subject to adjustment in the same manner and at the same time as the Stock Prices listed in the table above), then the Conversion Rate shall not be increased, or (b) if the exact Stock Price is less than $62.53 per share (subject to adjustment in the same manner and at the same time as the Stock Prices listed in the table above), then the Conversion Rate shall not be increased.

In no event shall the total number of shares of Common Stock issuable upon conversion exceed 15.9923 shares per $1,000 principal amount of Notes, subject to adjustment in the same manner as the Conversion Rate pursuant to this Article 10.

SECTION 10.04. Adjustment of Conversion Rate. The Conversion Rate shall be adjusted from time to time by the Company as follows:

(a) If the Company shall issue shares of Common Stock to all or substantially all holders of Common Stock as a dividend or distribution on shares of Common Stock, or if the Company effects a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

CR_1 = the Conversion Rate in effect immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

CR_0 = the Conversion Rate in effect immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be; and

OS_1 = the number of shares of the Common Stock that would be outstanding immediately after, and solely as a result of, such dividend, distribution, share split or share combination, as the case may be.

Any adjustment made under this clause (a) shall become effective immediately after 9:00 a.m., New York City time, on such Ex-Dividend Date or effective date, as the case may be.

(b) If the Company shall distribute to all or substantially all holders of its Common Stock any rights, options or warrants (other than in connection with a stockholder rights plan) entitling them to purchase, for a period of 45 calendar days or less from the issuance date for such distribution, shares of the Common Stock at a price per share less than the average Closing Sale Price of the Common Stock for the ten Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such distribution, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_1 = the Conversion Rate in effect immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution;

CR_0 = the Conversion Rate in effect immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution;

OS_0 = the number of shares of the Common Stock outstanding immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution;

X = the total number of shares of the Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of the Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, divided by the average of the Closing Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on the Trading Day immediately preceding the Ex-Dividend Date for such distribution.

Any increase made under this clause (b) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution. To the extent that such rights, options or warrants are not exercised prior to their expiration or shares of the Common Stock are not delivered upon exercise of such rights, options or warrants, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered.

In determining whether any rights, options or warrants entitle the holders to subscribe for or purchase shares of the Common Stock at less than such average of the Closing Sale Prices for the ten consecutive Trading Day period ending on the Trading Day immediately preceding the Ex-Dividend Date for such distribution, and in determining the aggregate offering price of such shares of the Common Stock, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof and the value of such consideration (if other than cash, to be determined in good faith by the Board of Directors).

Subject in all respects to Section 10.08, rights, options or warrants distributed by the Company to all or substantially all holders of its Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events (each a "**Trigger Event**"):

(i) are deemed to be transferred with such Common Stock;

(ii) are not exercisable; and

(iii) are also issued in respect of future issuances of the Common Stock,

shall be deemed not to have been distributed for purposes of this Section 10.04(b) or Section 10.04(c), as the case may be, (and no adjustment to the Conversion Rate under this Section 10.04(b) or Section 10.04(c), as the case may be, shall be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 10.04(b) or Section 10.04(c), as the case may be.

If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and record date with respect to new rights, options or warrants with such rights (and a termination or expiration of the existing rights, options or warrants without exercise by any of the holders thereof).

In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 10.04(b) or Section 10.04(c), as the case may be, was made:

(1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase; and

(2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options or warrants had not been issued.

(c) If the Company distributes shares of its Capital Stock, evidences of its indebtedness or other of its assets or property to all or substantially all holders of Common Stock, excluding:

(i) dividends or distributions as to which adjustment is required to be effected pursuant to clause (a) or (b) above;

(ii) dividends or distributions paid exclusively in cash as to which adjustment is required to be effected pursuant to clause (d) below;

(iii) rights issued pursuant to a stockholder rights plan of the Company, which are addressed by clause (b) above or in Section 10.08; and

(iv) Spin-Offs described below in the second paragraph of this clause (c),

then the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

CR_1 = the Conversion Rate in effect immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution;

CR_0 = the Conversion Rate in effect immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution;

SP_0 = the average of the Closing Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the Fair Market Value (as determined in good faith by the Board of Directors or a committee thereof) of the shares of Capital Stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of the Common Stock on the Ex-Dividend Date for such distribution.

Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than the "SP_0" (as defined above),or if the difference between "SP_0" and "FMV" is less than $1.00, in lieu of the foregoing increase, each Holder shall receive, in respect of each $1,000 principal amount thereof, at the same time and upon the same terms as holders of the Common Stock, the amount and kind of the Capital Stock, evidences of the Company's indebtedness, securities or other assets or property of the Company that such Holder would have received as if such Holder owned a number of shares of Common Stock equal to the Conversion Rate in effect on the Ex-Dividend Date for the distribution.

Any increase made under the portion of this clause (c) above shall become effective immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such distribution.

With respect to an adjustment pursuant to this clause (c) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company and such Capital Stock or similar equity interest is listed on a national or regional securities exchange (a "**Spin-Off**") the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV + MP_0}{MP_0}$$

where,

CR_1 = Conversion Rate in effect immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for the Spin-Off;

CR_0 = the Conversion Rate in effect immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for the Spin-Off;

FMV = the average of the Closing Sale Prices of the Capital Stock or similar equity interest distributed to holders of the Common Stock applicable to one share of the Common Stock over the first ten consecutive Trading Day period immediately following, and including, the effective date for such Spin-Off (such period, the "**Valuation Period**"); and

MP_0 = the average of the Closing Sale Prices of the Common Stock over the Valuation Period.

Any adjustment to the Conversion Rate under the preceding paragraph of this clause (c) shall be made immediately after 9:00 a.m., New York City time, on the day after the last day of the Valuation Period, but shall be given effect as of 9:00 a.m., New York City time, on the Ex-Dividend Date for the Spin-Off. The Company shall delay the settlement of any Notes where the final day of the related Observation Period occurs during the Valuation Period. In such event, the Company shall pay the cash and deliver any shares of the Common Stock due upon conversion (based on the adjusted Conversion Rate as described above) on the second Business Day immediately following the last day of the Valuation Period.

(d) If the Company pays any cash dividends or distributions paid exclusively in cash to all or substantially all holders of its Common Stock (other than dividends or distributions made in connection with the Company's liquidation, dissolution or winding-up or upon a merger, consolidation or sale, conveyance, transfer, lease or other disposition resulting in a change in the conversion consideration as described under Section 10.05), other than a regular quarterly cash dividend that does not exceed $0.35 per share (the "**Dividend Threshold Amount**"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0 - DTA}{SP_0 - C}$$

where,

CR_1 = the Conversion Rate in effect immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such dividend or distribution;

CR_0 = the Conversion Rate in effect immediately prior to 9:00 a.m., New York City time, on the Ex-Dividend Date for such dividend or distribution;

SP_0 = the average of the Closing Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution (or, if the Company declares such dividend or distribution less than eleven Trading Days prior to such Ex-Dividend Date, ten shall be replaced with a smaller number of Trading Days that shall have occurred after, and not including, such declaration date and prior to, but not including, such Ex-Dividend Date);

DTA = the Dividend Threshold Amount in effect on the Ex-Dividend Date for such dividend or distribution; provided that if the dividend or distribution is not a regular quarterly dividend, the Dividend Threshold Amount shall be deemed to be zero; and

C = the amount in cash per share the Company distributes to holders of the Common Stock

The Dividend Threshold Amount is subject to adjustment on an inversely proportional basis whenever the Conversion Rate is adjusted; provided that no adjustment shall be made to the Dividend Threshold Amount for any adjustment to the Conversion Rate under this clause (d).

Notwithstanding the foregoing, if "C" (as defined above) is equal to or greater than "SP_0" (as defined above), or if the difference between "SP_0" and "C" is less than $1.00, in lieu of the foregoing increase, each Holder shall receive, in respect of each $1,000 principal amount thereof, at the same time and upon the same terms as holders of shares of the Common Stock, the amount of cash that such Holder would have received as if such Holder owned a number of shares of the Common Stock equal to the Conversion Rate in effect on the Ex-Dividend Date for such cash dividend or distribution.

Any increase made under this clause (d) shall become effective immediately after 9:00 a.m., New York City time, on the Ex-Dividend Date for such cash dividend or distribution.

(e) If the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of the Common Stock exceeds the Closing Sale Price of the Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Date**"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

CR_1 = the Conversion Rate in effect immediately after 5:00 p.m., New York City time, on the Trading Day immediately following the Expiration Date;

CR_0 = the Conversion Rate in effect immediately prior to 5:00 p.m., New York City time, on the Trading Day immediately following the Expiration Date;

AC = the aggregate value of all cash and any other consideration (as determined in good faith by the Board of Directors or a committee thereof) paid or payable for shares purchased in such tender or exchange offer;

SP_1 = the average of the Closing Sale Prices of the Common Stock over the ten consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date (the "**Averaging Period**");

OS_1 = the number of shares of the Common Stock outstanding immediately after 5:00 p.m., New York City time, on the Expiration Date (after giving effect to such tender offer or exchange offer); and

OS_0 = the number of shares of the Common Stock outstanding immediately prior to 5:00 p.m., New York City time, on the Expiration Date (prior to giving effect to such tender offer or exchange offer).

Any adjustment to the Conversion Rate under this clause (e) shall be made immediately prior to 9:00 a.m., New York City time, on the day following the last day of the Averaging Period, but shall be given effect as of 9:00 a.m., New York City time, on the Trading Day immediately following the Expiration Date. The Company shall delay the settlement of any Notes where the final day of the related Observation Period occurs during the Averaging Period. In such event, the Company shall pay cash and deliver any shares of the Common Stock due upon conversion (based on the adjusted Conversion Rate as described above) on the second Business Day immediately following the last day of the Averaging Period.

Notwithstanding the foregoing, if a Conversion Rate adjustment becomes effective on any Ex-Dividend Date as described above and a Holder has converted its Notes prior to such Ex-Dividend Date such that such Ex-Dividend Date falls during the relevant Observation Period and such Holder would be treated as the record holder of the shares of the Common Stock to be issued upon conversion on the Record Date of the relevant dividend, distribution or other event, then, notwithstanding the foregoing Conversion Rate adjustment provisions, such Conversion Rate adjustment shall not be made for such converting Holder. Instead, such Holder shall be treated as if such Holder were the record owner of such shares of the Common Stock (which shall be calculated on an unadjusted basis) and participate in the related dividend, distribution or other event giving rise to such adjustment.

(f) To the extent permitted by law and any applicable stock exchange rules (including, if necessary, in compliance with any applicable stock exchange shareholder approval requirement), the Company (i) may increase the Conversion Rate by any amount for a period of at least 20 Business Days and (ii) may (but is not required to) increase the Conversion Rate to avoid or diminish income tax to holders of Common Stock or rights to purchase shares of Common Stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event. Whenever the Conversion Rate is increased pursuant to the preceding sentences, the Company shall deliver a notice of the increase to the Trustee and Holders, which notice shall state the increased Conversion Rate and the period during which it shall be in effect.

(g) All calculations and other determinations under this Article 10 shall be made by the Company and shall be made to the nearest one-ten thousandth (1/10,000th) of a share. No adjustment pursuant to this Section 10.04 shall be made to the Conversion Rate unless such adjustment would require a change of at least 1% in the Conversion Rate then in effect at such time. However, any adjustments that are less than 1% of the Conversion Rate shall be carried forward and taken into account in any subsequent adjustment, regardless of whether the aggregate adjustment is less than 1%, (i) upon conversion of any Notes or (ii) prior to any Fundamental Change Repurchase Date, unless such adjustment has already been made.

(h) Whenever the Conversion Rate is adjusted as herein provided, the Company shall issue a press release containing the relevant information, including, but not limited to, any applicable declaration date, and make this information available on its website. In addition, the Company shall promptly file with the Trustee and any Conversion Agent other than the Trustee an Officers' Certificate setting forth any applicable declaration date and the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officers' Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume without inquiry that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall send such notice of such adjustment of the Conversion Rate to each Holder at its last address appearing on the Register within 20 calendar days of the effective date of such adjustment. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(i) Notwithstanding any of the foregoing clauses in this Section 10.04, the Conversion Rate shall not be adjusted pursuant to this Section 10.04 if as a result of holding the Notes the Holders shall otherwise participate (other than in the case of a share split or share combination), at the same time and upon the same terms as holders of the Common Stock in any of the transactions that would otherwise give rise to adjustment pursuant to this Section 10.04 without conversion of such Holder's Notes as if such Holder held a number of shares of Common Stock equal to the Conversion Rate on the Record Date of such distribution for each $1,000 principal amount of Notes held by such Holder (calculated on an aggregate basis per Holder).

(j) Except as stated in this Section 10.04 and Section 10.08, the Company shall not adjust the Conversion Rate for the issuances of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock or rights to purchase shares of Common Stock or such convertible or exchangeable securities.

(k) For purposes of this Section 10.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock. The Company shall not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company.

(l) Whenever any provision of this Article 10 requires the Company to calculate the Closing Sale Prices, the VWAPs, the Daily Conversion Values or the Conversion Settlement Amount over, or based on, a span of multiple days (including an Observation Period), the Company shall make appropriate adjustments to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Dividend Date of the event occurs, at any time during the period when the Closing Sale Prices, the VWAPs, the Daily Conversion Values or the Conversion Settlement Amount is to be calculated.

SECTION 10.05. Effect of Reclassifications, Business Combinations, Asset Sales and Corporate Events. If the Company:

(a) reclassifies or changes its Common Stock (other than changes resulting from a subdivision or combination); or

(b) consolidates or merges with or into or enters into a binding share exchange with any Person or sells, conveys, transfers, leases or otherwise disposes of all or substantially all of the property and assets of the Company and its Subsidiaries taken as a whole to another Person,

and, in either case as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities or other property or assets (including cash or any combination thereof), then at the effective date of such transaction (a "**Merger Event**"), the right to convert each outstanding $1,000 principal amount of Notes based on the Common Stock shall, without the consent of any Holders, be changed into a right to convert each such Note based on the kind and amount of stock, other securities or other property or assets (including cash or any

combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Merger Event would have owned or be entitled to receive (the "**Reference Property**"). If the Merger Event causes the Common Stock to be converted into or exchanged for the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), the Reference Property into which the Notes shall become convertible shall be deemed to be the kind and amount of consideration actually received by holders of a majority of the Common Stock that voted for such an election (if electing between two types of consideration) or holders of a plurality of the Common Stock that voted for such an election (if electing between more than two types of consideration), as the case may be. In all cases the provisions under Section 10.02 shall continue to apply with respect to the calculation of the Conversion Settlement Amount, with the Daily Conversion Value, Daily Settlement Amount and the VWAP determined based on a unit of Reference Property that a holder of one share of the Common Stock would have received in such transaction; provided, however, that if the holders of the Common Stock receive only cash in such Merger Event, the Conversion Settlement Amount shall equal the Conversion Rate in effect on the Conversion Date, multiplied by the price paid per share of Common Stock in such transaction, and settlement of any conversion thereafter shall occur on the second Business Day following the applicable Conversion Date. The Company shall not become a party to any such transaction unless its terms are consistent with the foregoing.

In connection with any Merger Event, the Dividend Threshold Amount shall be subject to adjustment as described in clause (1), clause (2) or clause (3) below, as the case may be.

(1) In the case of a Merger Event in which the Reference Property is composed entirely of shares of common stock (the "**Merger Common Stock**"), the Dividend Threshold Amount at the effective time of such Merger Event shall be equal to (x) the Dividend Threshold Amount immediately prior to the effective time of such Merger Event, divided by (y) the number of shares of Merger Common Stock that a holder of one share of Common Stock would receive in such Merger Event (such quotient rounded down to nearest cent) (subject to adjustment as provided in Section 10.04(d)).

(2) In the case of a Merger Event in which the Reference Property is composed in part of shares of Merger Common Stock, the Dividend Threshold Amount at the effective time of such Merger Event shall be equal to (x) the Dividend Threshold Amount immediately prior to the effective time of such Merger Event, multiplied by (y) the Merger Valuation Percentage for such Merger Event (such product rounded down to nearest cent) (subject to adjustment as provided in Section 10.04(d)).

(3) For the avoidance of doubt, in the case of a Merger Event in which the Reference Property is composed entirely of consideration other than shares of common stock, the Dividend Threshold Amount at and after the effective time of such Merger Event shall be equal to zero.

In connection with the preceding paragraph, the following terms shall have the following meanings:

(1) the "**Merger Valuation Percentage**" for any Merger Event shall be equal to (x) the arithmetic average of the Closing Sale Prices of one share of such Merger Common Stock over the relevant Merger Valuation Period (determined as if references to "Common Stock" in the definition of "Closing Sale Price" were references to the "Merger Common Stock" for such Merger Event) divided by (y) the arithmetic average of the Closing Sale Prices of one share of Common Stock over the relevant Merger Valuation Period.

(2) the "**Merger Valuation Period**" for any Merger Event means the five consecutive Trading Day period immediately preceding, but excluding, the effective date for such Merger Event.

The Company shall cause notice of the execution of such supplemental indenture to be sent to each Holder, at the address of such Holder as it appears on the Register of the Notes maintained by the Registrar, within 20 calendar days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

The above provisions of this Section 10.05 shall similarly apply to successive reclassifications, changes, consolidations, mergers, binding share exchanges, sales, conveyances, transfers, leases or other dispositions.

(c) If this Section 10.05 applies to any event or occurrence, Section 10.04 shall not apply.

SECTION 10.06. Certain Covenants. (a) The Company shall, prior to the issuance of any Notes hereunder, and from time to time as may be necessary, reserve out of its authorized but unissued Common Stock or shares of Common Stock held in treasury, a sufficient number of shares of Common Stock, free of preemptive rights, to permit the conversion of the Notes.

(b) The Company covenants that all shares of Common Stock issued upon conversion of Notes shall be duly and validly issued and fully paid and non-assessable by the Company and free from all taxes, liens and charges with respect to the issue thereof.

(c) The Company shall endeavor promptly to comply with all federal and state securities laws regulating the issuance and delivery of shares of Common Stock upon the conversion of Notes, if any, and shall cause to have listed or quoted and shall keep listed or quoted all such shares of Common Stock on each U.S. national securities exchange or automatic quotation system or over-the-counter or other domestic market on which the Common Stock is then listed or quoted.

SECTION 10.07. Notice to Holders Prior to Certain Actions. Except where notice is required pursuant to Section 10.01, in case:

(a) the Company shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Conversion Rate pursuant to Section 10.04; or

(b) the Company shall authorize the granting to all or substantially all of the holders of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants that would require an adjustment in the Conversion Rate pursuant to Section 10.04; or

(c) of any reclassification of the Common Stock of the Company (other than a share split or share combination of its outstanding Common Stock, or a change in par value), or of any share exchange, consolidation or merger to which the Company is a party and for which approval of any shareholders of the Company is required, or of the conveyance, transfer, sale, lease or other disposition of all or substantially all of the consolidated assets of the Company; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of the Company;

the Company shall cause to be filed with the Trustee and to be mailed (or otherwise transmitted in accordance with the applicable procedures of the Depositary) to each Holder at his address appearing on the Register provided for in Section 2.05, as promptly as possible but in any event at least 10 calendar days prior to the applicable date hereinafter specified, a notice stating:

(x) the declaration date of the dividend or other distribution;

(y) the date on which a record is to be taken for the purpose of such dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be determined; or

(z) the date on which such reclassification, share exchange, consolidation, merger, conveyance, transfer, sale, lease or other disposition, dissolution, liquidation or winding up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend, distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

SECTION 10.08. Shareholder Rights Plans. To the extent that any shareholders' rights plan adopted by the Company is in effect upon conversion of the Notes, the Holders shall receive, in addition to any Common Stock due upon conversion, the rights under the applicable rights agreement unless the rights have separated from the Common Stock at the time of conversion of the Notes, in which case, the Conversion Rate shall be adjusted as if the Company distributed to all holders of the Common Stock shares of the Capital Stock, evidences of indebtedness or assets as provided in Section 10.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

SECTION 10.09. Responsibility of Trustee. The Trustee and any other Conversion Agent shall not at any time be under any duty or responsibility to any Holder to determine the Conversion Rate or whether any facts exist that may require any adjustment (including any increase) of the Conversion Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Conversion 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, property or cash that may at any time be issued or delivered upon the conversion of any Note; and the Trustee and any other Conversion Agent make no representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article 10. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 10.05 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Holders upon the conversion of their Notes after any event referred to in such Section 10.05 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 7.01, may accept as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officers' Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto. Neither the Trustee nor the Conversion Agent shall be responsible for determining whether any event contemplated by Section 10.01 has occurred that makes the Notes eligible for conversion or no longer eligible therefor until the Company has delivered to the Trustee and the Conversion Agent the notices referred to in Section 10.01 with respect to the commencement or termination of such conversion rights, on which notices the Trustee and the Conversion Agent may conclusively rely, and the Company agrees to deliver such notices to the Trustee and the Conversion Agent immediately after the occurrence of any such event or at such other times as shall be provided for in Section 10.01.

SECTION 10.10. Exchange-Related Limitations. Notwithstanding anything to the contrary in the Notes or in this Indenture, in connection with limitations imposed by the continued listing standards of the NASDAQ Global Select Market, in the event of an increase in the Conversion Rate that would result in the Notes, in the aggregate, becoming convertible into shares of Common Stock in excess of 20% of the Common Stock outstanding as of the issue date of the Notes, the Company, at its election, shall either (i) obtain shareholder approval of such issuances, in accordance with the shareholder approval rules contained in such listing standards, or (ii) pay cash in lieu of delivering any shares of Common Stock otherwise deliverable upon conversion in excess of such limitations based on the average Daily VWAP of the applicable Observation Period. If the Company pays cash in lieu of delivering shares of Common Stock pursuant to this Section 10.10, it will notify the Trustee, the Conversion Agent and the Holders of the maximum number of shares it will deliver per $1,000 principal amount of converted Notes in respect of the relevant conversion.

SECTION 10.11. Exchange in Lieu of Conversion

(a) When a Holder surrenders its Notes for conversion, the Company may, at its election, surrender, on or prior to the close of business on the Business Day following the relevant Conversion Date, such Notes to a financial institution designated by the Company (the "**Designated Institution**") for exchange in lieu of conversion. In order to accept any Notes surrendered for conversion for exchange in lieu of conversion, the Designated Institution must agree to timely deliver, in exchange for such Notes, the cash, shares of Common Stock or combination of cash and shares of Common Stock, at the Company's election, that would otherwise be due upon conversion as described in Section 10.02 above and in respect of which the Company has notified converting Holders. If the Company makes the election described above, the Company shall, by the close of business the Business Day following the relevant Conversion Date, notify in writing the Holder surrendering Notes for conversion, the Trustee and the Conversion Agent (if other than the Trustee) that it has made such election. In addition, the Company shall concurrently notify the Designated Institution of the settlement method elected with respect to such conversion and the relevant deadline for delivery of the consideration due upon conversion. Any Notes exchanged by the Designated Institution will remain outstanding.

(b) If the Designated Institution agrees to accept any Notes for exchange but does not timely deliver the related consideration due upon conversion to the Holder, or if the Designated Institution does not accept such Notes for exchange, the Company shall, within the time period specified in Section 10.02(b), convert such Notes into cash, shares of Common Stock or combination of cash and shares of Common Stock, at the Company's election, in accordance with the provisions of Section 10.02.

(c) For the avoidance of doubt, in no event will the Company's designation of a Designated Institution pursuant to this Section 10.11 require the Designated Institution to accept any Notes for exchange.

ARTICLE 11

Miscellaneous

SECTION 11.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which, if applicable, is required to be included in this Indenture by the Trust Indenture Act, the required provision shall control.

SECTION 11.02. Notices. Any notice or communication shall be in writing and delivered in person or mailed by first-class mail addressed as follows:

if to the Company:

InterDigital, Inc.
200 Bellevue Parkway
Suite 300
Wilmington, Delaware 19809

Attention: Richard J. Brezski, with a copy to Jannie K. Lau

if to the Trustee:

The Bank of New York Mellon Trust Company, N.A.
500 Ross Street, 12th Floor
Pittsburgh, Pennsylvania 15262

Attention: Corporate Trust Administration

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication mailed to a Holder (or otherwise transmitted in accordance with the applicable procedures of the Depositary) shall be mailed or transmitted to the Holder at the Holder's address as it appears on the Register of the Registrar and shall be sufficiently given if so mailed or transmitted within the time prescribed.

Failure to send a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is sent in the manner provided above, it is duly given, whether or not the addressee receives it.

In addition to the foregoing, the Trustee agrees to accept and act upon notice, instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods. If the party elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

SECTION 11.03. Communication by Holders with Other Holders. Holders may communicate pursuant to Trust Indenture Act Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of Trust Indenture Act Section 312(c).

SECTION 11.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take or refrain from taking any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

SECTION 11.05. Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a covenant or condition provided for in this Indenture shall include:

(a) a statement that the individual making such certificate or opinion has read such covenant or condition;

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

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

(d) a statement as to whether or not, in the opinion of such individual, such covenant or condition has been complied with.

SECTION 11.06. When Notes Disregarded. In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company shall be disregarded (from both the numerator and denominator) and deemed not to be outstanding, except that, for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes which a Responsible Officer of the Trustee knows are so owned shall be so disregarded. Subject to the foregoing, only Notes outstanding at the time shall be considered in any such determination.

SECTION 11.07. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Holders. The Registrar and the Paying Agent may make reasonable rules for their functions.

SECTION 11.08. Set-Off of Withholding Taxes. If the Company is required by applicable law to pay, and pays, withholding tax on behalf of a Non-U.S. Holder as a result of an adjustment to the Conversion Rate, the Company may, at its option, set off or cause to be set off such withholding tax against any payments of cash or shares of Common Stock on the Notes (or, if such withholding tax has not previously been fully set off against such cash or shares, against any payments on the shares of Common Stock).

SECTION 11.09. Governing Law; Venue. THIS INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each of the parties hereto irrevocably agrees that all claims in respect of any suit, action or proceeding arising out of or based upon this Indenture, the Notes or the transactions contemplated hereby shall be instituted in any federal or state court in

the Borough of Manhattan in The City of New York, County and State of New York, United States of America; and irrevocably and fully waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and any immunity to jurisdiction to which it may otherwise be entitled in any legal suit, action or proceeding against it arising out of or in connection with this Indenture or any of the transactions contemplated hereby, and irrevocably waives to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding; and irrevocably consents and submits to the non-exclusive jurisdiction of any federal or state court in the Borough of Manhattan in the City of New York, County and State of New York, United States of America, in personam, generally and unconditionally with respect to any such suit, action or proceeding for itself and in respect of its properties, assets and revenues.

SECTION 11.10. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, shareholder or partner, as such, of the Company shall have any liability for any obligations of the Company under the Notes or this Indenture or for any claim based on, in respect of or by reason of, such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

SECTION 11.11. Successors. All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

SECTION 11.12. Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture.

SECTION 11.13. Table of Contents; Headings. The table of contents, cross-reference sheet and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 11.14. Severability Clause. In case any provision in this Indenture 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 and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 11.15. Calculations. The Company shall be responsible for making all calculations called for under the Notes and for monitoring any Stock Price, measurement or Observation Period. The calculations include, but are not limited to, determinations of the Closing Sale Price of the Common Stock, the VWAP of the Common Stock, accrued interest payable on the Notes, the Conversion Rate, the Conversion Price, the Daily Conversion Values and the Additional Shares. The Company or its agents shall make all these calculations in good faith and, absent manifest error, such calculations shall be final and binding on Holders. The Company shall provide a schedule of these calculations to each of the Trustee and the Conversion Agent, and each of the Trustee and Conversion Agent is entitled to rely upon the accuracy of the Company's calculations without independent verification. The Trustee shall

forward these calculations to any Holder upon the request of such Holder. Neither the Trustee nor the Conversion Agent shall have any responsibility to perform calculations hereunder or to monitor the Company's stock price; nor shall either of them be charged with knowledge of when a Note is convertible.

SECTION 11.16. Waiver of Jury Trial. EACH OF THE COMPANY, THE TRUSTEE AND THE HOLDERS (BY THEIR ACCEPTANCE OF THE NOTE) HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 11.17. FATCA. In order to comply with Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder (inclusive of directives, guidelines and interpretations promulgated by competent authorities) in effect from time to time ("**Applicable Law**") that a foreign financial institution, or issuer, trustee, paying agent, holder or other institution is or has agreed to be subject to related to the Indenture, the Company agrees (i) to provide to the Trustee sufficient information about Holders or other applicable parties and/or transactions (including any modification to the terms of such transactions) that is reasonably requested by the Trustee so the Trustee can determine whether it has tax related obligations under Applicable Law, (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under this Indenture to the extent necessary to comply with Applicable Law, and (iii) to hold harmless the Trustee for any losses it may suffer due to the actions it takes to comply with such Applicable Law, in case of each of clauses (ii) and (iii), other than any liability or losses as may be attributable to the Trustee's willful misconduct or negligence. The terms of this paragraph shall survive the termination of this Indenture.

IN WITNESS WHEREOF, the parties have caused this Indenture to be duly executed as of the date first written above.

INTERDIGITAL, INC.
as Issuer

By: /s/ Richard J. Brezski
Name: Richard J. Brezski
Title: Chief Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

EXHIBIT A

[FORM OF FACE OF NOTE]

[Global Note Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO INTERDIGITAL, INC. 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 IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Note Legend]

THE SECURITY EVIDENCED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933"), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ACQUISITION HEREOF OR A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933;

(2) AGREES THAT IT WILL NOT PRIOR TO THE DATE ONE YEAR, OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AFTER THE LAST DATE OF ORIGINAL ISSUANCE OF THE 2.00% SENIOR CONVERTIBLE NOTES DUE 2024 OF INTERDIGITAL, INC. (THE "COMPANY") RESELL OR OTHERWISE TRANSFER THE SECURITY EVIDENCED HEREBY OR ANY COMMON STOCK THAT MAY BE ISSUABLE UPON CONVERSION OF SUCH SECURITY EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OF 1933, (C) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OF

1933 AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER, OR (D) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, INCLUDING UNDER RULE 144, IF AVAILABLE, SUBJECT (IN THE CASE OF CLAUSE (D)) TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH TRANSFER, TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE COMPANY AND THE TRUSTEE;

(3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THE SECURITY EVIDENCED HEREBY IS TRANSFERRED (OTHER THAN A TRANSFER PURSUANT TO CLAUSES 2(C) ABOVE) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND; AND

(4) AGREES THAT ANY SECURITY THAT IS OWNED BY AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT OF 1933) OF THE COMPANY MAY NOT BE RESOLD OR TRANSFERRED BY SUCH AFFILIATE OTHER THAN TO THE COMPANY OR A SUBSIDIARY THEREOF OR (A) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, (B) RULE 144 UNDER THE SECURITIES ACT OF 1933 OR (C) ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933 IN A TRANSACTION THAT RESULTS IN SUCH SECURITY NO LONGER BEING A RESTRICTED SECURITY (AS DEFINED UNDER RULE 144). IN THE EVENT ANY SUCH PERSONS BENEFICIALLY OWNS AN INTEREST IN THE SECURITY PRIOR TO THE TIME THE COMPANY REMOVES THE RESTRICTIVE LEGEND ON THE SECURITY, THE COMPANY MAY REQUIRE THAT SUCH PERSONS HOLD THEIR INTERESTS IN THE SECURITIES IN CERTIFICATED FORM BEARING AN APPROPRIATE RESTRICTIVE LEGEND AND A RESTRICTED CUSIP NUMBER.

No._____

2.00% Senior Convertible Note due 2024

CUSIP No.: [ ][1]
ISIN No.: [ ][2]

INTERDIGITAL, INC., a Pennsylvania corporation, promises to pay to [Cede & Co.][3], or registered assigns, the principal sum of [ ] million dollars ($) [or such lesser amount as is indicated in the books and records of the Trustee and DTC][4], on June 1, 2024, and to pay interest thereon from June 3, 2019, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on June 1 and December 1 of each year, commencing December 1, 2019, at the rate of 2.00% per annum, until the principal hereof is paid or made available for payment or converted. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at 5:00 p.m., New York City time, on the Regular Record Date for such interest, which shall be May 15 or November 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at 5:00 p.m., New York City time, on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders not more than fifteen calendar days and not less than ten calendar days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture (as defined on the reverse hereof).

Interest on the Notes shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

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

This Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by, and construed in accordance with, the laws of said State.

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

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1 45867G AA9 (Restricted); 45867G AB7 (Unrestricted)
2 US45867GAA94 (Restricted); US45867GAB77 (Unrestricted)
3 Use bracketed language only if Global Note.
4 Use bracketed language only if Global Note.

Dated:

INTERDIGITAL, INC.

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF
AUTHENTICATION

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee, certifies that this is one of the Notes referred to in the Indenture

By: _____
Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

2.00% Senior Convertible Note due 2024

INTERDIGITAL, INC., a Pennsylvania corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "**Company**"), issued this Note under an Indenture, dated as of June 3, 2019 (as it may be amended or supplemented from time to time in accordance with the terms thereof, the "**Indenture**"), between the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee, to which reference is hereby made for a statement of the respective rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders and of the terms upon which the Notes are, and are to be, authorized and delivered. All terms used in this Note which are defined in the Indenture shall have the meaning assigned to them in the Indenture.

1. Further Provisions Relating to Interest

(a) Additional Interest. If, at any time during the six-month period beginning on, and including, the date which is six months after the last original issuance date of the Notes, the Company fails to timely file any document or report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (after giving effect to all applicable grace periods thereunder and other than current reports on Form 8-K), the Company shall pay additional interest (the "**Rule 144 Additional Interest**") on the Notes which shall accrue on all transfer restricted Notes at an annual rate of 0.50% per annum of the principal amount of such Notes outstanding for each day during such period for which the Company's failure to file continues.

(b) In the event of the Company's failure to comply with the covenant in Section 4.03(a) of the Indenture and the Company's failure to comply with the requirements of Section 314(a)(1) of the Trust Indenture Act (which also relate to the provision of reports), the Company may elect that the sole remedy for the resulting Event of Default for the 360 days after the occurrence of such Event of Default shall consist exclusively of the right to receive additional interest (the "**Reporting Additional Interest**") on the Notes at an annual rate equal to (i) 0.25% of the outstanding principal amount of the Notes from the first date of the occurrence of such Event of Default to, but not including, the 180th day thereafter (or such earlier date on which the Event of Default relating to the Company's reporting obligations pursuant to Section 4.03(a) of the Indenture and Section 314(a)(1) of the Trust Indenture Act shall have been cured or waived) and (ii) 0.50% of the outstanding principal amount of the Notes from the 181st date following the occurrence to the 360th day after the first date of the occurrence of such Event of Default (or such earlier date on which the Event of Default relating to the Company's reporting obligations pursuant to Section 4.03(a) of the Indenture and Section 314(a)(1) of the Trust Indenture Act shall have been cured or waived). In the event the Company does not elect to pay the Reporting Additional Interest upon an Event of Default in accordance with Section 6.13 of the Indenture, the Notes shall be subject to acceleration pursuant to Section 6.02 of the Indenture. This Reporting Additional Interest shall be payable in arrears on the same dates and in the same manner as regular interest on the Notes. On such 360th day, if such Event of Default is continuing, such Reporting Additional Interest shall cease to accrue and the Notes shall be

subject to acceleration as provided in Section 6.02 of the Indenture. For the avoidance of doubt, in the event Rule 144 Additional Interest is triggered under Section 4.12 of the Indenture or Free Transferability Additional Interest is triggered under Section 4.13 of the Indenture during any period in which the Company has elected that the accrual of Reporting Additional Interest be the sole remedy for any such Event of Default, no Reporting Additional Interest shall be payable pursuant to Section 6.13 of the Indenture for so long as Rule 144 Additional Interest is accruing and payable pursuant to Section 4.12 of the Indenture or Free Transferability Additional Interest is accruing under Section 4.13 of the Indenture.

(c) Further, if, and for so long as, the Restricted Note Legend on the Notes has not been removed, the Notes are assigned a restricted CUSIP or the Notes are not otherwise Freely Transferable by holders other than Affiliates of the Company or Persons that were Affiliates of the Company during the immediately preceding three months (without restrictions pursuant to U.S. securities law or the terms of the Indenture or the Notes) as of the 380th day after the last date of original issuance of the Notes, the Company shall pay additional interest ("**Free Transferability Additional Interest**") on the Notes at a rate equal to 0.50% per annum of the principal amount of Notes outstanding until the Notes are Freely Transferable as described above by holders other than Affiliates of the Company or Persons that were Affiliates of the Company during the immediately preceding three months. No Free Transferability Additional Interest shall be payable pursuant to Section 4.13 of the Indenture for so long as Rule 144 Additional Interest is accruing and payable pursuant to Section 4.12 of the Indenture; provided, however, that, for the avoidance of any doubt, Free Transferability Additional Interest shall accrue and be payable pursuant to Section 4.13 of the Indenture once such Rule 144 Additional Interest ceases to accrue and be payable pursuant to Section 4.12 of the Indenture.

(d) Except as otherwise specifically set forth, all references herein to "interest" include Defaulted Interest, if any, Rule 144 Additional Interest, if any, Reporting Additional Interest, if any, and Free Transferability Additional Interest, if any.

2. Method of Payment

The Company shall pay interest on the Notes (except Defaulted Interest) to the Persons who are registered holders of Notes at 5:00 p.m., New York City time, on the May 15 and November 15 next preceding the Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States of America that at the time of payment is legal tender for payment of public and private debts.

The Company shall pay interest on:

(i) any Global Notes to the Depositary in immediately available funds;

(ii) any Notes in certificated form by wire transfer in immediately available funds to the Holder of such Notes duly delivered to the Trustee at least five Business Days prior to the relevant Interest Payment Date.

3. Paying Agent, Registrar and Conversion Agent

Initially, The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States (the "**Trustee**"), shall act as Paying Agent, Registrar and Conversion Agent. The Company may appoint and change any Paying Agent, Registrar or co-registrar or Conversion Agent without notice. The Company or any of its Wholly Owned Subsidiaries that is not a Foreign Subsidiary may act as Paying Agent, Registrar or co-registrar.

4. Sinking Fund

The Notes are not subject to any sinking fund.

5. Repurchase of Notes at the Option of Holders

Upon the occurrence of a Fundamental Change, the Holder has the right to require the Company to repurchase all or part of such Holder's Notes in a principal amount thereof that is equal to $1,000 in principal amount or whole multiples thereof on the Fundamental Change Repurchase Date at a price, payable in cash, equal to 100% of the principal amount of the Notes such Holder elects to require the Company to repurchase, plus accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date. The Company or, at the written request of the Company, the Trustee shall provide to all record Holders a notice of the occurrence of a Fundamental Change and of the repurchase right arising as a result thereof on or before the tenth Business Day after the occurrence of such Fundamental Change.

6. Conversion

Subject to the provisions of the Indenture, the Holder hereof may convert, during certain periods and upon the occurrence of certain conditions specified in the Indenture and prior to 5:00 p.m., New York City time, on the second Scheduled Trading Day immediately preceding the Maturity Date, any Notes or portion thereof that is $1,000 or multiples thereof at a Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture, upon surrender of this Note, together with a conversion notice as provided in the Indenture and this Note, to the Company at the office or agency of the Company maintained for that purpose and, unless the shares issuable on conversion are to be issued in the same name as this Note, duly endorsed by, or accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or by its duly authorized attorney. Upon conversion, the Company shall satisfy its Conversion Obligation in cash, shares of Common Stock or a combination of cash and Shares of Common Stock, if applicable. The initial Conversion Rate shall be 12.3018 shares of Common Stock per $1,000 principal amount of Notes (equivalent to an initial conversion price of approximately $81.29 per share of Common Stock). No fractional shares of Common Stock shall be issued upon any conversion, but an adjustment in cash shall be paid to the Holder, as provided in the Indenture, in respect of any fraction of a share that would otherwise be issuable upon the surrender of any Note or Notes for conversion. No adjustment shall be made for dividends or any shares issued upon conversion of such Note except as provided in the Indenture.

7. Denominations, Transfer, Exchange

The Notes are in registered form without coupons in denominations of $1,000 and whole multiples of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture.

8. Persons Deemed Owners

The registered Holder of this Note may be treated as the owner of it for all purposes.

9. Unclaimed Money

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon written request any money held by them for the payment of principal or interest and any shares of Common Stock or other property due in respect of converted Notes that remains unclaimed for two years, and, thereafter, Holders entitled to the money and/or securities must look to the Company for payment as general creditors.

10. Amendment, Waiver

Subject to certain exceptions, the Indenture contains provisions permitting a modification or amendment of the Indenture or the Notes with the written consent or affirmative vote of the Holders of a majority in aggregate principal amount of the then outstanding Notes and the waiver of any Event of Default (other than with respect to nonpayment, a failure to satisfy the Conversion Obligation or a provision that cannot be amended without the written consent of each Holder affected) or noncompliance with any provision with the written consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes.

In addition, the Indenture permits an amendment of the Indenture or the Notes without the consent of any Holder under circumstances specified in the Indenture. The Indenture also permits an amendment of the Indenture or the Notes only with the consent of any Holder affected thereby under circumstances specified in the Indenture.

11. Defaults and Remedies

Except as specified in the Indenture, if an Event of Default occurs (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the outstanding Notes may declare the principal amount of the Notes and accrued and unpaid interest on the outstanding Notes to be due and payable. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company occurs, the principal amount of the Notes and accrued and unpaid interest on the outstanding Notes shall become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. Under certain circumstances, the holders of a majority in aggregate principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

If an Event of Default occurs and is continuing, the Trustee shall be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security reasonably satisfactory to the Trustee against any loss, liability or expense. Subject to certain exceptions, no Holder may pursue any remedy with respect to the Indenture or the Notes unless (i) such Holder has given the Trustee written notice of an Event of Default, (ii) holders of at least 25% in aggregate principal amount of the outstanding Notes have made a written request to the Trustee to pursue the remedy and offered reasonable security or indemnity against any costs, liability or expense of the Trustee, (iii) the Trustee fails to comply with such request within 60 calendar days after receipt of such request and the offer of indemnity and (iv) the Trustee has not received an inconsistent direction from the holders of a majority in aggregate principal amount of the outstanding Notes. Subject to certain restrictions, the Holders of a majority in aggregate principal amount of the outstanding Notes are given the right to direct the time, method and place of any proceedings for any remedy available to the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability or expense for which the Trustee has not received adequate indemnity as determined by it in good faith. Prior to taking any action under the Indenture, the Trustee shall be entitled to indemnification or security reasonably satisfactory to it in its sole discretion against all losses, liabilities and expenses caused by taking or not taking such action.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall impair, as among the Company and the holder of the Notes, the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, at the rate and in the coin or currency herein and in the Indenture prescribed.

12. Trustee Dealings with the Company

Subject to certain limitations imposed by the Trust Indenture Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

13. No Recourse Against Others

No past, present or future director, officer, employee, incorporator, shareholder or partner, as such, of the Company shall have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of, such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

14. Authentication

This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

15. Abbreviations

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

16. Governing Law

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

17. CUSIP Numbers and ISINs

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

The Company shall furnish to any holder of Notes upon written request and without charge to the holder a copy of the Indenture which has in it the text of this Note.

CONVERSION NOTICE

TO: INTERDIGITAL, INC.
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

The undersigned registered owner of this Note hereby irrevocably exercises the option to convert this Note, or the portion thereof (which is $1,000 or a multiple thereof) below designated in accordance with the terms of the Indenture referred to in this Note, and directs that the cash and shares of Common Stock, if any, deliverable upon such conversion and any Notes representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. If shares or any portion of this Note not converted are to be issued in the name of a person other than the undersigned, the undersigned shall provide the appropriate information below and pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies this Note.

Dated: _____

_____

_____
Signature(s)

Signature(s) 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.

_____
Signature Guarantee

Fill in the registration of shares of Common Stock, if any, if to be issued, and Notes if to be delivered, and the person to whom cash and payment for fractional shares is to be made, if to be made, other than to and in the name of the registered holder:

Please print name and address

_____
(Name)

_____
(Street Address)

_____
(City, State and Zip Code)

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

$_____

Social Security or Other Taxpayer
Identification Number:

_____

NOTICE: The signature on this Conversion Notice must correspond with the name as written upon the face of the Notes in every particular without alteration or enlargement or any change whatever.

FUNDAMENTAL CHANGE REPURCHASE NOTICE

TO: INTERDIGITAL, INC.
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

The undersigned registered owner of this Note hereby irrevocably acknowledges receipt of a notice from InterDigital, Inc. (the "Company") regarding the right of holders to elect to require the Company to repurchase the Notes and requests and instructs the Company to repay the entire principal amount of this Note, or the portion thereof (which is $1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Indenture at the price of 100% of such entire principal amount or portion thereof, together with accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date to the registered holder hereof. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture. The Notes shall be repurchased by the Company as of the Fundamental Change Repurchase Date pursuant to the terms and conditions specified in the Indenture.

Dated: _____

Signature(s): _____

_____

NOTICE: The above signatures of the holder(s) hereof must correspond with the name as written upon the face of the Notes in every particular without alteration or enlargement or any change whatever.

Notes Certificate Number (if applicable): _____

Principal amount to be repurchased (if less than all, must be $1,000 or whole multiples thereof): _____

Social Security or Other Taxpayer Identification Number: _____

ASSIGNMENT

For value received hereby sell(s) assign(s) and transfer(s) unto (Please insert social security or other Taxpayer Identification Number of assignee) the within Notes, and hereby irrevocably constitutes and appoints attorney to transfer said Notes on the books of the Company, with full power of substitution in the premises.

In connection with any transfer of the Notes prior to the first anniversary of the last date of the original issuance of the Notes, the undersigned confirms that such Notes are being transferred:

- ☐ To InterDigital, Inc. or a subsidiary thereof; or
- ☐ To a "qualified institutional buyer" in compliance with Rule 144A under the Securities Act of 1933, as amended; or
- ☐ Pursuant to and in compliance with Rule 144 under the Securities Act of 1933, as amended; or
- ☐ Pursuant to a Registration Statement which has been declared effective under the Securities Act of 1933, as amended, and which continues to be effective at the time of transfer;

and unless the Notes are being transferred to InterDigital, Inc. or a subsidiary thereof, the undersigned confirms that such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Trustee shall refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof.

Dated: _____

_____

_____

Signature(s)

Signature(s) 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.

_____

Signature Guarantee

NOTICE: The signature on this Assignment must correspond with the name as written upon the face of the Notes in every particular without alteration or enlargement or any change whatever.

EXHIBIT B

RESTRICTED COMMON STOCK LEGEND[3]

THE SECURITY EVIDENCED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933"), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED OR SOLD EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ACQUISITION HEREOF OR A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(1) REPRESENTS THAT IT IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933;

(2) AGREES THAT IT WILL NOT PRIOR TO THE DATE ONE YEAR, OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AFTER THE LAST DATE OF ORIGINAL ISSUANCE OF THE 2.00% SENIOR CONVERTIBLE NOTES DUE 2024 OF INTERDIGITAL, INC. (THE "COMPANY") RESELL OR OTHERWISE TRANSFER THE SECURITY EVIDENCED HEREBY EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT OF 1933, (C) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OF 1933 AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER, OR (D) PURSUANT TO ANY OTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT, INCLUDING UNDER RULE 144, IF AVAILABLE, SUBJECT (IN THE CASE OF CLAUSE (D)) TO THE COMPANY'S AND THE TRANSFER AGENT'S RIGHT PRIOR TO ANY SUCH TRANSFER, TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATIONS AND/OR OTHER INFORMATION SATISFACTORY TO THE COMPANY AND THE TRANSFER AGENT;

(3) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THE SECURITY EVIDENCED HEREBY IS TRANSFERRED (OTHER THAN A TRANSFER PURSUANT TO CLAUSES 2(C) ABOVE) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND; AND

(4) AGREES THAT ANY SECURITY THAT IS OWNED BY AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT OF 1933) OF THE COMPANY MAY NOT BE RESOLD OR TRANSFERRED BY SUCH AFFILIATE OTHER THAN TO THE COMPANY OR A SUBSIDIARY THEREOF OR (A) PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, (B) RULE 144 UNDER THE SECURITIES ACT OF 1933 OR (C) ANOTHER EXEMPTION FROM THE

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3 This legend should be included on shares of Common Stock issued upon conversion of Notes only if such shares of Common Stock are Restricted Securities.

REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933 IN A TRANSACTION THAT RESULTS IN SUCH SECURITY NO LONGER BEING A RESTRICTED SECURITY (AS DEFINED UNDER RULE 144). IN THE EVENT ANY SUCH PERSONS BENEFICIALLY OWNS AN INTEREST IN THE SECURITY PRIOR TO THE TIME THE COMPANY REMOVES THE RESTRICTIVE LEGEND ON THE SECURITY, THE COMPANY MAY REQUIRE THAT SUCH PERSONS HOLD THEIR INTERESTS IN THE SECURITIES IN CERTIFICATED FORM BEARING AN APPROPRIATE RESTRICTIVE LEGEND AND A RESTRICTED CUSIP NUMBER.

(Back To Top)

Section 3: EX-10.1 (EX-10.1)

Exhibit 10.1

Execution Version

$350,000,000

INTERDIGITAL, INC.

2.00% SENIOR CONVERTIBLE NOTES DUE 2024

PURCHASE AGREEMENT

May 29, 2019

BARCLAYS CAPITAL INC.

As Representative of the several
Initial Purchasers named in Schedule I attached hereto

c/o Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

InterDigital, Inc., a Pennsylvania corporation (the "**Company**"), proposes, upon the terms and conditions set forth in this agreement (this "**Agreement**"), to issue and sell to the Initial Purchasers (the "**Initial Purchasers**") named in Schedule I attached to this Agreement for whom you are acting as representative (the "**Representative**") $350,000,000 in aggregate principal amount of its 2.00% Senior Convertible Notes due 2024 (the "**Firm Securities**"). The Securities will (i) have terms and provisions that are summarized in the Offering Memorandum (as defined below) and (ii) are to be issued pursuant to an Indenture (the "**Indenture**") to be entered into between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"). The Company also proposes to issue and sell to the Initial Purchasers not more than an additional $50,000,000 of its 2.00% Senior Convertible Notes due 2024 (the "**Additional Securities**") solely to cover over-allotments if and to the extent that the Initial Purchasers shall have determined to exercise the right to purchase such 2.00% Senior Convertible Notes due 2024 granted to the Initial Purchasers in Section 3(b) hereof. The Firm Securities and the Additional Securities are hereinafter collectively referred to as the "**Securities**." The Securities will be convertible into shares of the Company's common stock, $0.01 par value per share (the "**Common Stock**"), cash or a combination of Common Stock and cash, at the Company's election, including any such shares issuable upon conversion in connection with a "make-whole fundamental change" (as defined in the Offering Memorandum) (the "**Underlying Securities**"), as set forth in the Offering Memorandum. This Agreement is to confirm the agreement concerning the purchase of the Securities from the Company by the Initial Purchasers.

1. *Purchase and Resale of the Securities*. The Securities will be offered and sold to the Initial Purchasers without registration under the Securities Act of 1933, as amended (the "**Securities Act**"), in reliance on an exemption pursuant to Section 4(a)(2) under the Securities Act. The Company has prepared a preliminary offering memorandum, dated May 29, 2019 (the "**Preliminary Offering Memorandum**"), a pricing term sheet substantially in the form attached hereto as Schedule II (the "**Pricing Term Sheet**") setting forth the terms of the Securities omitted from the Preliminary Offering Memorandum and certain other information and an offering memorandum, dated May 29, 2019 (the "**Offering Memorandum**"), setting forth information regarding the Company and the Securities. The Preliminary Offering Memorandum, as supplemented and amended as of the Applicable Time (as defined below), together with the Pricing Term Sheet and any of the documents listed on Schedule III(A) hereto are collectively referred to as the "**Pricing Disclosure Package**". The Company hereby confirms that it has authorized the use of the Pricing Disclosure Package and the Offering Memorandum in connection with the offering and resale of the Securities by the Initial Purchasers. "**Applicable Time**" means 7:00 a.m. (New York City time) on the business day immediately following the date of this Agreement.

Any reference to the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum shall be deemed to refer to and include the Company's most recent Annual Report on Form 10-K, and all subsequent documents filed with the United States Securities and Exchange Commission (the "**Commission**") pursuant to Section 13(a), 13(c), 14 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), on or prior to the date of the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum, as the case may be. Any reference to the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum, as the case may be, as amended or supplemented, as of any specified date, shall be deemed to include any documents filed with the Commission pursuant to Section 13(a), 13 (c), 14 or 15(d) of the Exchange Act after the date of the Preliminary Offering Memorandum, Pricing Disclosure Package or the Offering Memorandum, as the case may be, and prior to such specified date. All documents filed under the Exchange Act and so deemed to be included in the Preliminary Offering Memorandum, Pricing Disclosure Package or the Offering Memorandum, as the case may be, or any amendment or supplement thereto are hereinafter called the "**Exchange Act Reports**".

You have advised the Company that you will offer and resell (the "**Exempt Resales**") the Securities purchased by you hereunder on the terms set forth in each of the Pricing Disclosure Package and the Offering Memorandum, as amended or supplemented, solely to persons whom you reasonably believe to be "qualified institutional buyers" as defined in Rule 144A under the Securities Act ("**QIBs**"). Those persons specified in the immediately preceding sentence are referred to herein as "**Eligible Purchasers**".

2. *Representations, Warranties and Agreements of the Company*. The Company represents, warrants and agrees as follows:

(a) When the Securities are issued and delivered pursuant to this Agreement, such Securities will not be of the same class (within the meaning of Rule 144A under the Securities Act) as securities of the Company that are listed on a national securities exchange registered under Section 6 of the Exchange Act or that are quoted in a United States automated inter-dealer quotation system.

(b) Assuming the accuracy of your representations and warranties in Section 3(c), the purchase of the Securities pursuant hereto and the Exempt Resales are exempt from the registration requirements of the Securities Act, it being understood that the Company makes no representation as to any subsequent resale of the Securities.

(c) No form of general solicitation or general advertising within the meaning of Regulation D under the Securities Act ("***Regulation D***") (including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising) was used by the Company, any of its affiliates or any of its representatives (other than you, as to whom the Company makes no representation) in connection with the offer and sale of the Securities.

(d) No directed selling efforts within the meaning of Rule 902 under the Securities Act were used by the Company or any of its representatives (other than you, as to whom the Company makes no representation) with respect to Securities sold outside the United States to Non-U.S. Persons, and the Company, any affiliate of the Company and any person acting on its or their behalf (other than you, as to whom the Company makes no representation) has complied with and will implement the "offering restrictions" required by Rule 902 under the Securities Act.

(e) Each of the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Offering Memorandum, each as of its respective date, contains or will contain all the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act in all material respects.

(f) Neither the Company nor any other person acting on behalf of the Company has sold or issued any securities that would be integrated with the offering of the Securities contemplated by this Agreement pursuant to the Securities Act, the rules and regulations thereunder or the interpretations thereof by the Commission.

(g) The Preliminary Offering Memorandum, the Pricing Disclosure Package and the Offering Memorandum have been prepared by the Company for use by the Initial Purchasers in connection with the Exempt Resales. No order or decree preventing the use of the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum, or any order asserting that the transactions contemplated by this Agreement are subject to the registration requirements of the Securities Act has been issued, and no proceeding for that purpose has commenced or is pending or, to the knowledge of the Company, is contemplated.

(h) The Offering Memorandum will not, as of its date or as of the Closing Date, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Offering Memorandum in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Initial Purchaser specifically for inclusion therein, which information is specified in Section 8(e).

(i) The Pricing Disclosure Package did not, as of the Applicable Time, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package made in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Initial Purchaser specifically for inclusion therein, which information is specified in Section 8(e).

(j) The Company has not made any offer to sell or solicitation of an offer to buy the Securities that would constitute a "free writing prospectus" (if the offering of the Securities was made pursuant to a registered offering under the Securities Act), as defined in Rule 405 under the Securities Act (a "**Free Writing Offering Document**") without the prior consent of the Representative; any such Free Writing Offering Document the use of which has been previously consented to by the Initial Purchasers is listed on Schedule III(B).

(k) The Pricing Disclosure Package, when taken together with each Free Writing Offering Document listed in Schedule III(B) hereto, did not, as of the Applicable Time, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package (or Free Writing Offering Document listed in Schedule III(B) hereto) in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Initial Purchaser specifically for inclusion therein, which information is specified in Section 8(e).

(l) The Exchange Act Reports, when they were or are filed with the Commission, conformed or will conform in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder. The Exchange Act Reports did not and will not, when filed with the Commission, contain an untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(m) Each of the Company and its subsidiaries (as defined in Section 15) has been duly organized, is validly existing and in good standing as a corporation or other business entity under the laws of its jurisdiction of organization and is duly qualified to do business and in good standing as a foreign corporation or other business entity in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification, except where the failure to be so qualified or in good standing could not, in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), results of operations, stockholders' equity, properties, business or prospects of the Company and its subsidiaries taken as a whole (a "**Material Adverse Effect**"); each of the Company and its subsidiaries has all power and authority necessary to own or hold its properties and to conduct the businesses in which it is engaged. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Company's Annual Report on Form 10-K for the most recent fiscal year. As used in this Agreement, "**Significant Subsidiaries**" shall mean the Company's "significant subsidiaries" (as defined in Rule 405).

(n) The Company has an authorized capitalization as set forth in each of the Pricing Disclosure Package and the Offering Memorandum, and all of the issued shares of capital stock of the Company have been duly authorized and validly issued, are fully paid and non-assessable, conform in all material respects to the description thereof contained in the Pricing Disclosure Package and were issued in compliance in all material respects with federal and state securities laws and not in violation of any preemptive right, resale right, right of first refusal or similar right. All of the Company's options and other rights to purchase or exchange any securities for shares of the Company's capital stock have been duly authorized and validly issued, conform to the description thereof contained in the Pricing Disclosure Package and were issued in compliance in all material respects with federal and state securities laws. All of the issued shares of capital stock of each subsidiary of the Company have been duly authorized and validly issued, are fully paid and non-assessable and, except in the case of Chordant, Inc. and NexStar Partners, GP, L.P., are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except for such liens, encumbrances, equities or claims as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(o) The Company has all requisite corporate power and authority, as applicable, to execute, deliver and perform its obligations under the Indenture. The Indenture has been duly and validly authorized by the Company, and upon its execution and delivery and, assuming due authorization, execution and delivery by the Trustee, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium, and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). No qualification of the Indenture under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**"), is required in connection with the offer and sale of the Securities contemplated hereby or in connection with the Exempt Resales. The Indenture will conform to the description thereof in each of the Pricing Disclosure Package and the Offering Memorandum.

(p) The Company has all requisite corporate power and authority to execute, issue, sell and perform its obligations under the Securities. The Securities have been duly authorized by the Company and, when duly executed by the Company in accordance with the terms of the Indenture, assuming due authentication of the Securities by the Trustee, upon delivery to the Initial Purchasers against payment therefor in accordance with the terms hereof, will be validly issued and delivered and will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). The Securities will conform in all material respects to the description thereof in each of the Pricing Disclosure Package and the Offering Memorandum.

(q) The Company has all requisite corporate power and authority to issue the Underlying Securities issuable upon conversion of the Securities. The Underlying Securities have been duly and validly authorized by the Company, and when issued upon conversion of the Securities in accordance with the terms of the Indenture, will be validly issued, fully paid and non-assessable, and the issuance of the Underlying Securities will not be subject to any preemptive or similar rights. The Underlying Securities will conform in all material respects to the description thereof in each of the Pricing Disclosure Package and the Offering Memorandum, will be issued in compliance with federal and state securities laws and will be free of statutory and contractual preemptive rights, rights of first refusal and similar rights.

(r) The Company has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by the Company.

(s) The issue and sale of the Securities, the execution, delivery and performance by the Company of the Indenture, this Agreement, the issuance and delivery of the Underlying Securities, the application of the proceeds from the sale of the Securities as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Offering Memorandum and the consummation of the transactions contemplated hereby and thereby, will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, impose any lien, charge or encumbrance upon any property or assets of the Company or its subsidiaries, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, license, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws (or similar organizational documents) of the Company or any of its subsidiaries or (iii) result in any violation of any statute or any judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets, except in the case of clauses (i) and (iii), to the extent that any such conflict, breach, violation, lien, charge, encumbrance or default could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(t) No consent, approval, authorization or order of, or filing, registration or qualification with any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties or assets is required for the issue and sale of the Securities, the execution, delivery and performance by the Company of the Indenture and this Agreement, the issuance and delivery of the Underlying Securities, the application of the proceeds from the sale of the Securities as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Offering Memorandum and the consummation of the transactions contemplated hereby and thereby, except for such consents, approvals, authorizations, orders, filings, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Securities by the Initial Purchasers and listing of the Underlying Securities on the NASDAQ Global Select Market, each of which has been obtained and is in full force and effect.

(u) The historical financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Pricing Disclosure Package and the Offering Memorandum present fairly in all material respects the financial condition, results of operations and cash flows of the entities purported to be shown thereby, at the dates and for the periods indicated, and have been prepared in conformity with accounting principles generally accepted in the United States applied on a consistent basis throughout the periods involved.

(v) PricewaterhouseCoopers LLP, who have certified certain financial statements of the Company, whose report appears in the Pricing Disclosure Package and the Offering Memorandum or is incorporated by reference therein and who have delivered the initial letter referred to in Section 7 (g) hereof, are independent registered public accountants as required by the Securities Act and the rules and regulations thereunder.

(w) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed by, or under the supervision of, the Company's principal executive and principal financial officers, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States. The Company maintains internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States and to maintain accountability for its assets, (iii) access to the Company's assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for the Company's assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. As of the date of the most recent balance sheet of the Company and its consolidated subsidiaries reviewed or audited by PricewaterhouseCoopers LLP and the audit committee of the board of directors of the Company, there were no material weaknesses in the Company's internal controls.

(x) (i) The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is accumulated and communicated to management of the Company, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.

(y) Since the date of the most recent balance sheet of the Company and its consolidated subsidiaries reviewed or audited by PricewaterhouseCoopers LLP and the audit committee of the board of directors of the Company, (i) the Company has not been advised of or become aware of (A) any significant deficiencies in the design or operation of internal controls, that could adversely affect the ability of the Company or any of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal controls, or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Company and each of its subsidiaries; and (ii) there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(z) The section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations – Critical Accounting Policies and Estimates" set forth or incorporated by reference in the Preliminary Offering Memorandum and the Offering Memorandum accurately and fully describes (i) the accounting policies that the Company believes are the most important in the portrayal of the Company's financial condition and results of operations and that require management's most difficult, subjective or complex judgments; (ii) the judgments and uncertainties affecting the application of critical accounting policies; and (iii) the likelihood that materially different amounts would be reported under different conditions or using different assumptions and an explanation thereof.

(aa) There is and has been no failure on the part of the Company and, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(bb) Neither the Company nor any of its subsidiaries has sustained, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package, 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, and since such date, there has not been any change in the capital stock, long-term debt or net patents of the Company or any of its subsidiaries or any adverse change, or any development involving a prospective adverse change, in or affecting the condition (financial or otherwise), results of operations, stockholders' equity, properties, management, business or prospects of the Company and its subsidiaries taken as a whole, in each case except as could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(cc) Except as disclosed in the Pricing Disclosure Package, the Company and its subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, charges, encumbrances and defects that could, individually or in the aggregate, have a Material Adverse Effect, and, except as disclosed in the Pricing Disclosure Package, the Company and its subsidiaries hold any leased real or personal property under valid and enforceable leases with no exceptions that could materially interfere with the use made thereof by them, other than those exceptions that could not, individually or in the aggregate, have a Material Adverse Effect.

(dd) The Company and its subsidiaries own or possess the legal right to use all trademarks, trade names, copyrights, domain names, trade secrets and patents and other similar proprietary rights (collectively, "**Intellectual Property Rights**") necessary to conduct their businesses as now conducted or as proposed in the Pricing Disclosure Package to be conducted by the Company, except for such failures to own or possess the legal right to use Intellectual Property Rights that could not reasonably be expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, the expected expiration of any of such Intellectual Property Rights could not reasonably be expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, the Intellectual Property Rights owned by the Company or its subsidiaries and, to the knowledge of the Company, the Intellectual Property Rights licensed to the Company or its subsidiaries, in each case, have not been finally adjudged invalid or unenforceable, in whole or in part, which invalidity or unenforceability, if the subject of

an unfavorable decision, could reasonably be expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, there is no pending or to the knowledge of the Company, threatened action, suit, proceeding or claim by a third party challenging the validity, enforceability or scope of any Intellectual Property Rights that could reasonably be expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, there is no pending or to the knowledge of the Company, threatened action, suit, proceeding or claim by a third party challenging the Company's rights in or to any other Intellectual Property Rights that could reasonably be expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, to the Company's knowledge, neither the Company nor any of its subsidiaries has received any notice of a claim of infringement, misappropriation or conflict with the Intellectual Property Rights of a third party, which infringement, misappropriation or conflict, if the subject of an unfavorable decision, could reasonably be expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package or except as could not reasonably be expected to have a Material Adverse Effect, the Company is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity. None of the technology or Intellectual Property Rights used by the Company or its subsidiaries in their businesses, has been obtained or is being used by the Company or its subsidiaries (A) in violation of any contractual obligation to which the Company is a party or (B) in material violation of the rights of any third party, in each case, that could be reasonably expected to result in a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, the licenses that the Company has entered into in connection with its Intellectual Property Rights and that are required to be filed with the Commission and are in effect as of the Effective Date, including, but not limited to, cross-license agreements, royalty-generating contracts and international licenses (the "**Material Contracts**") are (A) valid, binding (as to the Company or such subsidiary and the applicable third party) and (B) remain in full force and effect as of the Effective Date, except in each case, as could not be reasonably expected to have a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package, (A) the Company has not received any written notice of any material breach or any material default under Material Contracts, which breach or default has not been cured or waived and (B) neither the Company nor any third party to the Material Contracts, is currently in material breach or default of any Material Contract.

(ee) Except as described in the Pricing Disclosure Package, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject that could, in the aggregate, reasonably be expected to have a Material Adverse Effect or could, in the aggregate, reasonably be expected to have a material adverse effect on the performance by the Company of this Agreement, the Indenture, the issuance and sale of the Securities, the issuance and delivery of the Underlying Securities or the consummation of any of the transactions contemplated hereby. To the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or others.

(ff) The Company has filed all contracts or other documents that are required pursuant to Item 601(b)(10) of Regulation S-K to be filed as exhibits to its Annual Report on Form 10-K for the year ended December 31, 2018.

(gg) The Company and each of its subsidiaries carry, or are covered by, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for companies engaged in similar businesses in similar industries. All policies of insurance of the Company and its subsidiaries are in full force and effect; the Company and each of its subsidiaries are in compliance with the terms of such policies in all material respects; and neither the Company nor any of its subsidiaries has received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance. There are no claims by the Company or any of its subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; and neither the Company nor any such subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that could not reasonably be expected to have a Material Adverse Effect.

(hh) All relationships, direct or indirect, that would be required to be described in a registration statement of the Company pursuant to Item 404 of Regulation S-K are described in the Pricing Disclosure Package.

(ii) No labor disturbance by or dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is imminent that could reasonably be expected to have a Material Adverse Effect.

(jj) Neither the Company nor any of its subsidiaries (i) is in violation of its charter or by-laws (or similar organizational documents), (ii) is in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant, condition or other obligation contained in any indenture, mortgage, deed of trust, loan agreement, license or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject, (iii) is in violation of any law, statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or its property or assets or (iv) has failed to obtain any license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, except in the case of clauses (ii), (iii) and (iv), to the extent any such conflict, breach, violation or default could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(kk) (i) There are no proceedings that are pending, or known to be contemplated, against the Company or any of its subsidiaries under any laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legal requirements of any governmental authority, including without limitation any international, foreign, national, state, provincial, regional, or local authority, relating to pollution, the protection of human health or safety, the environment, or natural resources, or to use, handling, storage, manufacturing, transportation, treatment, discharge, disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**") in which a governmental authority is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of $100,000 or more will be imposed, (ii) the Company and its subsidiaries are not aware of any issues regarding compliance with Environmental Laws, including any pending or proposed Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic

substances or wastes, pollutants or contaminants, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries and (iii) none of the Company and its subsidiaries anticipates capital expenditures relating to Environmental Laws that would be material to the Company and its subsidiaries, taken as a whole.

(ll) Except as disclosed in the Pricing Disclosure Package, the Company and each of its subsidiaries have filed all federal, state, local and foreign income and franchise tax returns required to be filed through the date hereof, subject to permitted extensions, and have paid all taxes due thereon, and no tax deficiency has been determined adversely to the Company or any of its subsidiaries, nor does the Company have any knowledge of any tax deficiencies that could, in the aggregate, reasonably be expected to have a Material Adverse Effect.

(mm) (i) Each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Security Act of 1974, as amended ("**ERISA**")) for which the Company or any member of its "Controlled Group" (defined as any organization other than the Company, which together with the Company, is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "**Code**")) would have any liability (each a "**Plan**") has been maintained and administered in compliance in all material respects with its terms and with the requirements of all applicable statutes, rules and regulations including ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption; (iii) with respect to each Plan subject to Title IV of ERISA or Section 412 of the Code (A) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur, (B) no failure by the Company or any member of its Controlled Group to meet the minimum funding requirements of Sections 302 and 303 of ERISA or Sections 412 or 430 of the Code), whether or not waived, has occurred or is reasonably expected to occur, (C) the fair market value of the assets under each Plan exceeds the present value of all benefits accrued under such Plan (determined as of the end of such Plan's most recently ended plan year based on those assumptions used to fund such Plan) and (D) neither the Company or any member of its Controlled Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(c)(3) of ERISA); and (iv) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(nn) No wholly-owned subsidiary of the Company is currently contractually prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company, or from transferring any of such subsidiary's property or assets to the Company in any material respect, except as described in the Pricing Disclosure Package.

(oo) The statistical and market-related data under the captions "Summary" and "Business" included or incorporated by reference in the Pricing Disclosure Package are based on or derived from sources that the Company believes to be reliable and accurate in all material respects.

(pp) Neither the Company nor any of its subsidiaries is, and after giving effect to the offer and sale of the Securities and the application of the proceeds therefrom as described under "Use of Proceeds" in each of the Pricing Disclosure Package and the Offering Memorandum will be, an "investment company" or a company controlled by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.

(qq) The statements set forth in each of the Pricing Disclosure Package and the Offering Memorandum under the captions "Description of the Notes" and "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Securities, and under the captions "Certain U.S. Federal Income Tax Considerations", "Certain Relationships and Related Transactions" (contained in the Company's Definitive Proxy Statement on Schedule 14A for the 2019 Annual Meeting of Shareholders incorporated by reference in the Pricing Disclosure Package), "Executive Compensation—Agreements with NEOs" (contained in the Company's Definitive Proxy Statement on Schedule 14A for the 2019 Annual Meeting of Shareholders incorporated by reference in the Pricing Disclosure Package), "Business" (contained in the Company's Annual Report on Form 10-K incorporated by reference in the Pricing Disclosure Package) and "Plan of Distribution", insofar as they purport to summarize the provisions of the laws and documents referred to therein, are accurate summaries in all material respects.

(rr) There are no contracts, agreements or understandings between the Company and any person granting such person the right to require the Company to file a registration statement under the Securities Act with respect to any securities of the Company owned or to be owned by such person.

(ss) Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that could give rise to a valid claim against any of them or the Initial Purchasers for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(tt) None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Securities), will violate or result in a violation of Section 7 of the Exchange Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U and X of the Board of Governors of the Federal Reserve System.

(uu) The Company and its affiliates have not taken, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company in connection with the offering of the Securities.

(vv) The Company has not taken any action or omitted to take any action (such as issuing any press release relating to any Securities without an appropriate legend) which may result in the loss by any of the Initial Purchasers of the ability to rely on any stabilization safe harbor provided by the Financial Services Authority under the Financial Services and Markets Act 2000 (the "**FSMA**").

(ww) Neither the Company nor any of its subsidiaries is in violation of or has received notice of any violation with respect to any federal or state law relating to discrimination in the hiring, promotion or pay of employees, nor any applicable federal or state wage and hour laws, nor any state law precluding the denial of credit due to the neighborhood in which a property is situated, the violation of any of which could reasonably be expected to have a Material Adverse Effect.

(xx) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its subsidiaries, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official, "foreign office" (as defined in the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "**FCPA**") or employee from corporate funds; (iii) violated or is in violation of any provision of the FCPA, the Bribery Act 2010 of the United Kingdom, or any other applicable anti-corruption or anti-bribery laws or statutes; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(yy) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

(zz) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries (i) is currently subject to or the target of any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department, or the U.S. Department of State, the United Nations Security Council, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"); or (ii) is located, organized or resident in a country that is the subject or target of Sanctions, (including, without limitation, Cuba, Iran, North Korea, Syria and Crimea); and the Company will not, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purposes of financing the activities of any person, or in any country or territory that currently is the subject or target of Sanctions or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person or entity, or in any country or territory, that at the time of the dealing or transaction is or was the subject or the target of Sanctions.

(aaa) Except as would not reasonably be expected to have a Material Adverse Effect, (i) the Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "***IT Systems***") operate and perform as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and to the knowledge of the Company, are free and clear of Trojan horses, time bombs, and other malware; (ii) the Company and its subsidiaries implement and maintain commercially reasonable controls, policies, procedures, and safeguards designed to maintain and protect their material confidential information and the integrity, operation, redundancy and security of all IT Systems and the security of all personal, personally identifiable, sensitive, or confidential data ("***Personal Data***")) in their possession or operational control that are used in connection with their businesses, and, to the knowledge of the Company, there have been no breaches or unauthorized uses of or accesses to the same. Except as would not reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all applicable judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, and all of the Company's and its subsidiaries' internal policies and contractual obligations, relating to the security of IT Systems and privacy and data security with regard to Personal Data (collectively, "***Privacy Laws***").

(bbb) Except as would not reasonably be expected to have a Material Adverse Effect, (i) the execution, delivery and performance of this Agreement or any other agreement referred to in this Agreement will not result in a breach or violation by the Company or any of its subsidiaries of any Privacy Laws; and (ii) neither the Company nor any subsidiary of the Company has received written notice of any actual or alleged violation of any of the Privacy Laws.

(ccc) Immediately after the consummation of the issuance of the Securities, the Company will be Solvent. As used in this paragraph, the term "***Solvent***" means, with respect to a particular date, that on such date (i) the present fair market value (or present fair saleable value) of the assets of the Company are not less than the total amount required to pay the probable liabilities of the Company on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured, (ii) the Company is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business, (iii) assuming the sale of the Securities as contemplated by this Agreement, the Pricing Disclosure Package and the Offering Memorandum, the Company is not incurring debts or liabilities beyond its ability to pay as such debts and liabilities mature, (iv) the Company is not engaged in any business or transaction, and is not about to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which the Company is engaged and (v) to the Company's knowledge, the Company is not a defendant in any civil action that would reasonably be expected to result in a judgment that the Company is or would become unable to satisfy. In computing the amount of such contingent liabilities at any time, it is intended that such liabilities will be computed at the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

(ddd) No forward looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included or incorporated by reference in any of the Pricing Disclosure Package or the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

Any certificate signed by any officer of the Company and delivered to the Representative or counsel for the Initial Purchasers in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Initial Purchaser.

3. *Purchase of the Securities by the Initial Purchasers, Agreements to Sell, Purchase and Resell*.(a) (a) The Company hereby agrees, on the basis of the representations, warranties, covenants and agreements of the Initial Purchasers contained herein and subject to all the terms and conditions set forth herein, to issue and sell to the Initial Purchasers and, upon the basis of the representations, warranties and agreements of the Company herein contained and subject to all the terms and conditions set forth herein, each Initial Purchaser agrees, severally and not jointly, to purchase from the Company, at a purchase price of 98% of the principal amount thereof (the "**Purchase Price**"), the total principal amount of Securities set forth opposite the name of such Initial Purchaser in Schedule I hereto. The Company shall not be obligated to deliver any of the Securities to be delivered hereunder except upon payment for all of the Securities to be purchased as provided herein.

(b) On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Initial Purchasers the Additional Securities, and the Initial Purchasers shall have the right to purchase, severally and not jointly, up to $50,000,000 aggregate principal amount of Additional Securities at the Purchase Price, plus accrued interest, if any, from the Closing Date, solely to cover over-allotments. The Representative may exercise this right on behalf of the Initial Purchasers in whole or from time to time in part by giving written notice not later than 13 days from, and including, the Closing Date. Any exercise notice shall specify the principal amount of Additional Securities to be purchased by the Initial Purchasers and the date on which such Additional Securities are to be purchased. Unless otherwise agreed to by the Company, each purchase date must be at least two business days after the written notice is given and may not be earlier than the closing date for the Firm Securities nor later than ten business days after the date of such notice. On each day, if any, that Additional Securities are to be purchased (an "**Option Closing Date**"), each Initial Purchaser agrees, severally and not jointly, to purchase the principal amount of Additional Securities (subject to such adjustments to eliminate fractional Securities as you may determine) that bears the same proportion to the total principal amount of Additional Securities to be purchased on such Option Closing Date as the principal amount of Firm Securities set forth in Schedule I opposite the name of such Initial Purchaser bears to the total principal amount of Firm Securities.

(c) Each of the Initial Purchasers, severally and not jointly, hereby represents and warrants to the Company and agrees that it will offer the Securities for sale upon the terms and conditions set forth in this Agreement and in the Pricing Disclosure Package. Each of the Initial Purchasers, severally and not jointly, hereby represents and warrants to, and agrees with, the Company, on the basis of the representations, warranties and agreements of the Company, that

such Initial Purchaser: (i) is a QIB with such knowledge and experience in financial and business matters as are necessary in order to evaluate the merits and risks of an investment in the Securities; (ii) is purchasing the Securities pursuant to a private sale exempt from registration under the Securities Act; (iii) in connection with the Exempt Resales, will solicit offers to buy the Securities only from, and will offer to sell the Securities only to, the Eligible Purchasers in accordance with this Agreement and on the terms contemplated by the Pricing Disclosure Package; and (iv) will not offer or sell the Securities pursuant to, nor has it offered or sold the Securities by, or otherwise engaged in, any form of general solicitation or general advertising (within the meaning of Regulation D, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine, or similar medium or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising) and will not engage in any directed selling efforts within the meaning of Rule 902 under the Securities Act, in connection with the offering of the Securities. The Initial Purchasers have advised the Company that they will offer the Securities to Eligible Purchasers at a price initially equal to 100% of the principal amount thereof, plus accrued interest, if any, from the date of issuance of the Securities. Such price may be changed by the Initial Purchasers at any time without notice.

(d) The Initial Purchasers have not nor, prior to the later to occur of (i) the Closing Date and (ii) completion of the distribution of the Securities, will not, use, authorize use of, refer to or distribute any material in connection with the offering and sale of the Securities other than (A) the Preliminary Offering Memorandum, the Pricing Disclosure Package, the Offering Memorandum, (B) any written communication that contains no "issuer information" (as defined in Rule 433(h)(2) under the Act) that was not included (including through incorporation by reference) in the Preliminary Offering Memorandum or any Free Writing Offering Document listed on Schedule III(B) hereto, (C) the Free Writing Offering Documents listed on Schedule III(B) hereto, (D) any written communication prepared by such Initial Purchaser and approved by the Company in writing or (E) any written communication relating to or that contains the terms of the Securities and/or other information that was included (including through incorporation by reference) in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum.

(e) Each of the Initial Purchasers hereby acknowledges that upon original issuance thereof, and until such time as the same is no longer required under the applicable requirements of the Securities Act, the Securities (and all securities issued in exchange therefore or in substitution thereof) shall bear legends substantially in the forms as set forth in the "Transfer Restrictions" section of the Pricing Disclosure Package and Offering Memorandum (along with such other legends as the Company and its counsel deem necessary).

Each of the Initial Purchasers understands that the Company and, for purposes of the opinions to be delivered to the Initial Purchasers pursuant to Sections 7(c), 7(d), 7(e) and 7(f) hereof, counsel to the Company and counsel to the Initial Purchasers, will rely upon the accuracy and truth of the foregoing representations, warranties and agreements, and the Initial Purchasers hereby consent to such reliance.

4. *Delivery of the Securities and Payment Therefor*. Delivery to the Initial Purchasers of and payment for the Securities shall be made at the office of Simpson Thacher & Bartlett LLP, at 10:00 A.M., New York City time, on June 3, 2019 (the "**Closing Date**"). The place of closing for the Securities and the Closing Date may be varied by agreement between the Initial Purchasers and the Company.

Payment for any Additional Securities shall be made to the Company against delivery of such Additional Securities for the respective accounts of the several Initial Purchasers at 10:00 a.m., New York City time, on the date specified in the corresponding notice described in Section 3(b) or at such other time on the same or on such other date, as may be varied by agreement between the Initial Purchasers and the Company.

The Securities will be delivered to the Initial Purchasers, or the Trustee as custodian for The Depository Trust Company ("**DTC**"), against payment by or on behalf of the Initial Purchasers of the purchase price therefor by wire transfer in immediately available funds, by causing DTC to credit the Securities to the account of the Initial Purchasers at DTC. The Securities will be evidenced by one or more global securities in definitive form (the "**Global Securities**") and will be registered in the name of Cede & Co. as nominee of DTC. The Securities to be delivered to the Initial Purchasers shall be made available to the Initial Purchasers in New York City for inspection and packaging not later than 10:00 A.M., New York City time, on the business day next preceding the Closing Date or the Option Closing Date, as the case may be.

5. *Agreements of the Company*. The Company agrees with each of the Initial Purchasers as follows:

(a) The Company will promptly furnish to the Initial Purchasers, without charge, such number of copies of the Offering Memorandum as may then be amended or supplemented as they may reasonably request.

(b) The Company will prepare the Offering Memorandum in a form approved by the Initial Purchasers and will not make any amendment or supplement to the Pricing Disclosure Package or to the Offering Memorandum of which the Initial Purchasers shall not previously have been advised or to which they shall reasonably object after being so advised.

(c) The Company consents to the use of the Pricing Disclosure Package and the Offering Memorandum in accordance with the securities or Blue Sky laws of the jurisdictions in which the Securities are offered by the Initial Purchasers and by all dealers to whom Securities may be sold, in connection with the offering and sale of the Securities.

(d) If, at any time prior to completion of the distribution of the Securities by the Initial Purchasers to Eligible Purchasers, any event occurs or information becomes known that, in the judgment of the Company or in the opinion of counsel for the Initial Purchasers, should be set forth in the Pricing Disclosure Package or the Offering Memorandum so that the Pricing Disclosure Package or the Offering Memorandum, as then amended or supplemented, does not include any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to supplement or amend the Pricing Disclosure Package or the Offering Memorandum in order to comply with any law, the Company will as promptly as practicable prepare an appropriate supplement or amendment thereto, and will as promptly as practicable furnish to the Initial Purchasers and dealers a reasonable number of copies thereof.

(e) The Company will not make any offer to sell or solicitation of an offer to buy the Securities that would constitute a Free Writing Offering Document without the prior consent of the Representative, which consent shall not be unreasonably withheld, delayed or conditioned. If at any time following issuance of a Free Writing Offering Document any event occurred or occurs as a result of which such Free Writing Offering Document conflicts with the information in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum or, when taken together with the information in the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum, includes an untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances then existing, not misleading, as promptly as practicable after becoming aware thereof, the Company will give notice thereof to the Initial Purchasers through the Representative and, if requested by the Representative, will prepare and furnish without charge to each Initial Purchaser a Free Writing Offering Document or other document that will correct such conflict, statement or omission.

(f) Promptly from time to time to take such action as the Initial Purchasers may reasonably request to qualify the Securities and Underlying Securities for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Initial Purchasers 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 distribution of the Securities and the Underlying Securities; *provided* that in connection therewith the Company shall not be required to (i) qualify as a foreign corporation in any jurisdiction in which it would not otherwise be required to so qualify, (ii) file a general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction in which it would not otherwise be subject.

(g) For a period commencing on the date hereof and ending on the 75th day after the date of the Offering Memorandum (the "**Lock-Up Period**"), not to, directly or indirectly, (A) offer for sale, sell, pledge or otherwise dispose of (or enter into any transaction or device that is designed to, or could reasonably be expected to, result in the disposition by any person at any time in the future of) any shares of Common Stock or securities convertible into or exchangeable for Common Stock, or sell or grant options, rights or warrants with respect to any shares of Common Stock or securities convertible into or exchangeable for Common Stock, (B) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such shares of Common Stock, whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise, (C) file or cause to be filed a registration statement, including any amendments, with respect to the registration of any shares of Common Stock or securities convertible, exercisable or exchangeable into Common Stock or any other securities of the Company (other than any registration statement on Form S-8) or (D) publicly disclose the intention to do any of the foregoing, in each case without the prior written consent of Barclays Capital Inc., on behalf of the Initial Purchasers, and to cause each officer, director and stockholder of the Company set forth on Schedule IV hereto to furnish to the Representative, prior to the date of this Agreement, a letter or letters, substantially in the form of Exhibit A hereto (the "**Lock-Up Agreements**"); provided that the foregoing restrictions shall not apply to (1) the sale of the

Securities under this Agreement or the issuance of any Underlying Securities, (2) the grant of options and other equity awards pursuant to employee benefit plans, qualified stock option plans, other employee compensation plans or non-employee director compensation programs existing on the date hereof and disclosed in the Pricing Disclosure Package, (3) the issuance of shares upon the exercise of warrants, options or restricted stock units or conversion of any convertible security existing on the date hereof and described in the Pricing Disclosure Package or (4) the issuance of the warrants as described in the Pricing Disclosure Package under the caption "Description of the Convertible Note Hedge and Warrant Transactions."

(h) So long as any of the Securities or the Underlying Securities are outstanding, the Company will furnish at its expense to the Initial Purchasers, and, upon request, to the holders of the Securities or the Underlying Securities and prospective purchasers of the Securities or the Underlying Securities the information required by Rule 144A(d)(4) under the Securities Act (if any).

(i) The Company will apply the net proceeds from the sale of the Securities to be sold by it hereunder substantially in accordance with the description set forth in the Pricing Disclosure Package and the Offering Memorandum under the caption "Use of Proceeds."

(j) The Company and its affiliates will not take, directly or indirectly, any action designed to or that has constituted or that reasonably could be expected to cause or result in the stabilization or manipulation of the price of any security of the Company in connection with the offering of the Securities.

(k) The Company will use its best efforts to permit the Securities and the Underlying Securities to be eligible for clearance and settlement through DTC.

(l) The Company will not, and, for so long as the restrictive legend on the Securities has not been removed by the Company, will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, (A) resell any of the Securities that have been acquired by any of them, except for Securities purchased by the Company or any of its affiliates and resold in a transaction registered under the Securities Act or pursuant to any exemption under the Securities Act that results in such Securities not being "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, or (B) transfer any Securities that have been acquired by any of them, except for (1) the transfer of Securities acquired by affiliates of the Company to the Company or one of its subsidiaries or (2) the surrender of Securities acquired by the Company or its subsidiaries to the Trustee for cancellation.

(m) The Company agrees not to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) that would be integrated with the sale of the Securities in a manner that would require the registration under the Securities Act of the sale to the Initial Purchasers or the Eligible Purchasers of the Securities. The Company will take reasonable precautions designed to insure that any offer or sale, direct or indirect, in the United States or to any U.S. person (as defined in Rule 902 under the Securities Act), of any Securities or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Securities has been completed (as notified to the Company by the Initial Purchasers), is made under restrictions and other

circumstances reasonably designed not to affect the status of the offer and sale of the Securities in the United States and to U.S. persons contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act, including any sales pursuant to Rule 144A under, or Regulations D or S of, the Securities Act.

(n) The Company agrees to comply with all agreements set forth in the representation letter of the Company to DTC relating to the approval of the Securities and the Underlying Securities by DTC for "book entry" transfer.

(o) The Company will do and perform all things reasonably required or necessary to be done and performed under this Agreement by it prior to the Closing Date, and to satisfy all conditions precedent to the Initial Purchasers' obligations hereunder to purchase the Securities.

(p) The Company agrees to reserve and keep available at all times, free of preemptive rights, a sufficient number of Underlying Securities to enable the Company to satisfy any obligations to issue Underlying Securities upon conversion of the Securities.

(q) The Company agrees to use its best efforts to list, subject to notice of issuance, the Underlying Securities issuable upon conversion of the Securities on the NASDAQ Global Select Market, and to maintain a transfer agent and, if necessary under the jurisdiction of incorporation of the Company, a register for the Underlying Securities.

6. *Expenses*. Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company agrees to pay all expenses, costs, fees and taxes incident to and in connection with: (a) the preparation, printing and distribution of the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Offering Memorandum (including, without limitation, financial statements and exhibits) and all amendments and supplements thereto (including the fees, disbursements and expenses of the Company's accountants and counsel, but not, however, legal fees and expenses of the Initial Purchasers' counsel incurred in connection therewith); (b) the preparation, printing (including, without limitation, word processing and duplication costs) and delivery of this Agreement, the Indenture, all Blue Sky memoranda and all other agreements, memoranda, correspondence and other documents printed and delivered in connection therewith and with the Exempt Resales (but not, however, legal fees and expenses of the Initial Purchasers' counsel incurred in connection with any of the foregoing other than reasonable fees of such counsel not to exceed $15,000 plus reasonable disbursements incurred in connection with the preparation, printing and delivery of such Blue Sky memoranda); (c) the issuance and delivery by the Company of the Securities and any taxes payable in connection therewith; (d) the qualification of the Securities for offer and sale under the securities or Blue Sky laws of the several states and any foreign jurisdictions as the Initial Purchasers may designate (including, without limitation, the reasonable fees and disbursements of the Initial Purchasers' counsel relating to such registration or qualification in an amount not to exceed $15,000); (e) the furnishing of such copies of the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Offering Memorandum, and all amendments and supplements thereto, as may be reasonably requested for use in connection with the Exempt Resales; (f) the preparation of certificates for the Securities (including, without limitation, printing and engraving thereof); (g) the approval of the Securities by DTC for "book-entry" transfer; (h) the obligations

of the Trustee, any agent of the Trustee and the counsel for the Trustee in connection with the Indenture and the Securities; (i) the performance by the Company of its other obligations under this Agreement; and (j) all travel expenses (including expenses related to chartered aircraft) of each Initial Purchaser and the Company's officers and employees and any other expenses of each Initial Purchaser and the Company in connection with attending or hosting meetings with prospective purchasers of the Securities, and expenses associated with any electronic road show; *provided, however*, that if the transactions contemplated by this Agreement are consummated the Initial Purchasers shall reimburse the Company, pro rata based on the principal amount of Securities purchased by each Initial Purchaser pursuant to Section 3 to the total amount of Securities sold hereby, for expenses incurred by the Company in connection with the offering of the Securities in an amount equal to 0.175% of the principal amount of Securities purchased by the Initial Purchasers pursuant to Section 3. Except as provided in this Section 6 and Section 11, the Initial Purchasers shall pay their own costs and expenses, including the costs and expenses of their counsel.

7. *Conditions to Initial Purchasers' Obligations*. The respective obligations of the Initial Purchasers hereunder are subject to the accuracy, when made and on and as of the Closing Date, 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:

(a) The Initial Purchasers shall not have discovered and disclosed to the Company on or prior to the Closing Date that the Pricing Disclosure Package or the Offering Memorandum, or any amendment or supplement thereto, contains an untrue statement of a fact which, in the opinion of Simpson Thacher & Bartlett LLP, counsel to the Initial Purchasers, is material or omits to state a fact which, in the opinion of such counsel, is material and is necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading.

(b) All corporate proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Securities, the Indenture, the Pricing Disclosure Package and the Offering Memorandum, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel for the Initial Purchasers, 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) Wilson Sonsini Goodrich & Rosati, Professional Corporation shall have furnished to the Initial Purchasers its written opinion, as counsel to the Company, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially in the form of Exhibit B-1 hereto.

(d) Jannie K. Lau shall have furnished to the Initial Purchasers her written opinion, as Chief Legal Officer, General Counsel and Corporate Secretary of the Company, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially in the form of Exhibit B-2 hereto.

(e) Dechert LLP shall have furnished to the Initial Purchasers its written opinion, as counsel to the Company, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially in the form of Exhibit B-3 hereto.

(f) The Initial Purchasers shall have received from Simpson Thacher & Bartlett LLP, counsel for the Initial Purchasers, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Securities, the Pricing Disclosure Package, the Offering Memorandum and other related matters as the Initial Purchasers may reasonably require, and the Company shall have furnished to such counsel such documents and information as such counsel reasonably requests for the purpose of enabling them to pass upon such matters.

(g) At the time of execution of this Agreement, the Initial Purchasers shall have received from PricewaterhouseCoopers LLP a letter, in form and substance satisfactory to the Initial Purchasers, addressed to the Initial Purchasers and dated the date hereof (the "**initial letter**") (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Pricing Disclosure Package, as of a date not more than three days prior to the date hereof), the conclusions and findings of such firm with respect to the financial information and (iii) covering such other matters as are ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

(h) With respect to the initial letter of PricewaterhouseCoopers LLP, the Company shall have furnished to the Initial Purchasers a "bring-down letter" of such accountants, addressed to the Initial Purchasers and dated the Closing Date (i) confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the Closing Date (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in each of the Pricing Disclosure Package or the Offering Memorandum, as of a date not more than three days prior to the date of the Closing Date), the conclusions and findings of such firm with respect to the financial information and other matters covered by the initial letter and (iii) confirming in all material respects the conclusions and findings set forth in the initial letter.

(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 Pricing Disclosure Package and the Offering Memorandum, 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, or (ii) since such date, other than as described or contemplated in the Pricing Disclosure Package and the Offering Memorandum, there shall not have been any change in the capital stock, long-term debt or net patents of the Company or any of its subsidiaries or any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), results of operations, stockholders' equity, properties, management, business or prospects of the Company and its

subsidiaries, taken as a whole, the effect of which, in any such case described in clause (i) or (ii), is, individually or in the aggregate, in the judgment of the Representative, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Securities being delivered on the Closing Date on the terms and in the manner contemplated in the Pricing Disclosure Package and the Offering Memorandum.

(j) The Company shall have furnished or caused to be furnished to the Initial Purchasers dated as of the Closing Date a certificate of the Chief Executive Officer and Chief Financial Officer of the Company stating that:

(i) The representations, warranties and agreements of the Company in Section 2 are true and correct on and as of the Closing Date, and the Company has complied with all its agreements contained herein and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and

(ii) They have examined the Pricing Disclosure Package and the Offering Memorandum, and, in their opinion, (A) the Pricing Disclosure Package, as of the Applicable Time, and the Offering Memorandum, as of its date and as of the Closing Date, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (B) since the date of the Pricing Disclosure Package and the Offering Memorandum, no event has occurred which should have been set forth in a supplement or amendment to the Pricing Disclosure Package and the Offering Memorandum.

(k) The Securities shall be eligible for clearance and settlement through DTC.

(l) The Company and the Trustee shall have executed and delivered the Indenture, and the Initial Purchasers shall have received an original copy thereof, duly executed by the Company and the Trustee.

(m) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading in securities generally on the New York Stock Exchange, the NASDAQ Global Select Market or the NYSE Amex Equities or in the over-the-counter market, or trading in any securities of the Company on any exchange or in the over-the-counter market, shall have been suspended or materially limited or the settlement of such trading generally shall have been materially disrupted or minimum prices shall have been established on any such exchange or such market by the Commission, by such exchange or by any other regulatory body or governmental authority having jurisdiction, (ii) a general moratorium on commercial banking activities shall have been declared by federal or state authorities, (iii) the United States shall have become engaged in hostilities, there shall have been an escalation in hostilities involving the United States or there shall have been a declaration of a national emergency or war by the United States, (iv) there shall have occurred such a material adverse change in general economic, political or financial conditions, including, without limitation, as a result of terrorist activities after the date hereof (or the effect of international conditions on the

financial markets in the United States shall be such), as to make it, in the judgment of the Representative, impracticable or inadvisable to proceed with the offering or delivery of the Securities being delivered on the Closing Date on the terms and in the manner contemplated in the Offering Memorandum, (v) a downgrading in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization", as that term is defined under Section 3(a)(62) of the Exchange Act ("**Nationally Recognized Rating Organization**") or (vi) any Nationally Recognized Rating Organization publicly announcing that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities.

(n) On or prior to the Closing Date, the Company shall have furnished to the Initial Purchasers such further certificates and documents as the Initial Purchasers may reasonably request.

(o) The Underlying Securities issuable upon conversion of the Securities shall have been duly listed, subject to notice of issuance, on the NASDAQ Global Select Market.

(p) The Lock-Up Agreements between the Representative and the officers and directors of the Company set forth on Schedule IV, delivered to the Representative on or before the date of this Agreement, shall be in full force and effect on the Closing Date and the Option Closing Date, as the case may be.

The several obligations of the Initial Purchasers to purchase Additional Securities hereunder are subject to the delivery to the Representative on the applicable Option Closing Date of such documents as the Representative may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Securities to be sold on such Option Closing Date and other matters related to the issuance of such Additional Securities.

All letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchasers.

8. *Indemnification and Contribution.*

(a) The Company hereby agrees to indemnify and hold harmless each Initial Purchaser, its affiliates, directors, officers and employees and each person, if any, who controls any Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Securities), to which that Initial Purchaser, affiliate, director, officer, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained (A) in any Free Writing Offering Document, the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum or in any amendment or supplement thereto, (B) in any Blue Sky application or other document prepared or executed by the Company (or based upon any written information furnished by the Company) specifically for the purpose of qualifying any or all of the Securities under the securities laws of any state or other jurisdiction (any such application, document or

information being hereinafter called a "**Blue Sky Application**") or (C) in any materials or information provided to investors by, or with the approval of, the Company in connection with the marketing of the offering of the Securities ("**Marketing Materials**"), including any road show or investor presentations made to investors by the Company (whether in person or electronically), or (ii) the omission or alleged omission to state in any Free Writing Offering Document, the Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum, or in any amendment or supplement thereto, or in any Blue Sky Application or in any Marketing Materials, any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and shall reimburse each Initial Purchaser and each such affiliate, director, officer, employee or controlling person promptly upon demand for any legal or other expenses reasonably incurred by that Initial Purchaser, affiliate, director, officer, employee or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action 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, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any Preliminary Offering Memorandum, the Pricing Disclosure Package or Offering Memorandum, or in any such amendment or supplement thereto, or in any Blue Sky Application or in any Marketing Materials, in reliance upon and in conformity with written information concerning such Initial Purchaser furnished to the Company through the Representative by or on behalf of any Initial Purchaser specifically for inclusion therein, which information consists solely of the information specified in Section 8(e). The foregoing indemnity agreement is in addition to any liability that the Company may otherwise have to any Initial Purchaser or to any affiliate, director, officer, employee or controlling person of that Initial Purchaser.

(b) Each Initial Purchaser, severally and not jointly, hereby agrees to indemnify and hold harmless the Company, its officers and employees, each of its directors, and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Company or any such director, officer, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained (A) in any Free Writing Offering Document, Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum or in any amendment or supplement thereto, (B) in any Blue Sky Application or (C) in any Marketing Materials, or (ii) the omission or alleged omission to state in any Free Writing Offering Document, Preliminary Offering Memorandum, the Pricing Disclosure Package or the Offering Memorandum, or in any amendment or supplement thereto, or in any Blue Sky Application or in any Marketing Materials any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Initial Purchaser furnished to the Company through the Representative by or on behalf of that Initial Purchaser specifically for inclusion therein, which information is limited to the information set forth in Section 8(e). The foregoing indemnity agreement is in addition to any liability that any Initial Purchaser may otherwise have to the Company or any such director, officer, employee or controlling person.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and; *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 8 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; *provided, however*, that the indemnified party shall have the right to employ counsel to represent jointly the indemnified party and their respective directors, officers, employees and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the indemnified party against the indemnifying party under this Section 8, if (i) the indemnifying party and the indemnified party shall have so mutually agreed; (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party; (iii) the indemnified party and its directors, officers, employees and controlling persons shall have reasonably concluded, based on the advice of counsel, that there may be legal defenses available to them that are different from or in addition to those available to the indemnifying party; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnified party or their respective directors, officers, employees or controlling persons, on the one hand, and the indemnifying party, on the other hand, and representation of both sets of parties by the same counsel would present a conflict due to actual or potential differing interests between them, and in any such event the fees and expenses of such separate counsel shall be paid by the indemnifying party. No indemnifying party shall (x) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld, delayed or conditioned), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and 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, or (y) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld, delayed or conditioned), but if settled with the consent of the indemnifying party or if there be a final judgment of the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or 8(b) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company, on the one hand, and the Initial Purchasers, on the other, from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and the Initial Purchasers, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Initial Purchasers, on the other, with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Securities purchased under this Agreement (before deducting expenses) received by the Company, on the one hand, and the total underwriting discounts and commissions received by the Initial Purchasers with respect to the Securities purchased under this Agreement, on the other hand, bear to the total gross proceeds from the offering of the Securities under this Agreement as set forth on the cover page of the Offering Memorandum. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company, or the Initial Purchasers, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Initial Purchasers agree that it would not be just and equitable if contributions pursuant to this Section 8(d) were to be determined by pro rata allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 8(d) shall be deemed to include, for purposes of this Section 8(d), 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 Section 8(d), no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the net proceeds from the sale to Eligible Purchasers of the Securities initially purchased by it exceeds the amount of any damages that such Initial Purchaser has otherwise paid or become liable to pay by reason of any 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. The Initial Purchasers' obligations to contribute as provided in this Section 8(d) are several in proportion to their respective purchase obligations and not joint.

(e) The Initial Purchasers severally confirm and the Company acknowledges and agrees that the statements with respect to the offering of the Securities by the Initial Purchasers set forth in the last paragraph on the front cover of the Offering Memorandum and in the section entitled "Stabilization, Short Positions, Market Making and Trading" appearing under the section entitled "Plan of Distribution" in the Pricing Disclosure Package and the Offering Memorandum are correct and constitute the only information concerning such Initial Purchasers furnished in writing to the Company by or on behalf of the Initial Purchasers specifically for inclusion in the Preliminary Offering Memorandum, the Pricing Disclosure Package and the Offering Memorandum or in any amendment or supplement thereto.

9. *Defaulting Initial Purchasers.*

(a) If, on the Closing Date or the Option Closing Date, as the case may be, any Initial Purchaser defaults in its obligations to purchase the Securities that it has agreed to purchase under this Agreement, the remaining non-defaulting Initial Purchasers may in their discretion arrange for the purchase of such Securities by the non-defaulting Initial Purchasers or other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Initial Purchaser, the non-defaulting Initial Purchasers do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Initial Purchasers to purchase such Securities on such terms. In the event that within the respective prescribed periods, the non-defaulting Initial Purchasers notify the Company that they have so arranged for the purchase of such Securities, or the Company notifies the non-defaulting Initial Purchasers that it has so arranged for the purchase of such Securities, either the non-defaulting Initial Purchasers or the Company may postpone the Closing Date or the Option Closing Date, as the case may be, for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Initial Purchasers may be necessary in the Pricing Disclosure Package, the Offering Memorandum or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Pricing Disclosure Package or the Offering Memorandum that effects any such changes. As used in this Agreement, the term "Initial Purchaser" includes, for all purposes of this Agreement unless the context requires otherwise, any party not listed in Schedule I hereto that, pursuant to this Section 9, purchases Securities that a defaulting Initial Purchaser agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased on the Closing Date or the Option Closing Date, as the case may be, does not exceed one-eleventh of the aggregate principal amount of all the Securities to be purchased on such date, then the Company shall have the right to require each non-defaulting Initial Purchaser to purchase the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder on such date plus such Initial Purchaser's pro rata share (based on the principal amount of Securities that such Initial Purchaser agreed to purchase hereunder on such date) of the Securities of such defaulting Initial Purchaser or Initial Purchasers for which such arrangements have not been made; *provided* that the non-defaulting Initial Purchasers shall not be obligated to purchase more than 110% of the aggregate principal amount of Securities that it agreed to purchase on the Closing Date or the Option Closing Date, as the case may be, pursuant to the terms of Section 3.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Initial Purchaser or Initial Purchasers by the non-defaulting Initial Purchasers and the Company as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased on the Closing Date or the Option Closing Date, as the case may be, exceeds one-eleventh of the aggregate principal amount of all the Securities to be purchased on

such date, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement or, with respect to the Option Closing Date, the obligation of the Initial Purchasers to purchase Additional Securities on the Option Closing Date, as the case may be, shall terminate without liability on the part of the non-defaulting Initial Purchasers. Any termination of this Agreement pursuant to this Section 9 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Sections 6 and 11 and except that the provisions of Section 8 shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Initial Purchaser of any liability it may have to the Company or any non-defaulting Initial Purchaser for damages caused by its default.

10. *Termination*. The obligations of the Initial Purchasers hereunder may be terminated by the Initial Purchasers by notice given to and received by the Company prior to delivery of and payment for the Securities if, prior to that time, any of the events described in Sections 7(i) or 7(m) shall have occurred or if the Initial Purchasers shall decline to purchase the Securities for any reason permitted under this Agreement.

11. *Reimbursement of Initial Purchasers' Expenses*. If (a) the Company for any reason fails to tender the Securities for delivery to the Initial Purchasers, or (b) the Initial Purchasers shall decline to purchase the Securities for any reason permitted under this Agreement, the Company shall reimburse the Initial Purchasers for all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel for the Initial Purchasers) incurred by the Initial Purchasers in connection with this Agreement and the proposed purchase of the Securities, and upon demand the Company shall pay the full amount thereof to the Initial Purchasers.

12. *Notices, etc*. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Initial Purchasers, shall be delivered or sent by mail or facsimile transmission to Barclays Capital Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Syndicate Registration (Fax: (646) 834-8133), with a copy, in the case of any notice pursuant to Section 8(c), to the Director of Litigation, Office of the General Counsel, Barclays Capital Inc., 745 Seventh Avenue, New York, New York 10019; and

(b) if to the Company, shall be delivered or sent by mail or facsimile transmission to InterDigital, Inc., 200 Bellevue Parkway, Suite 300, Wilmington, Delaware 19809-3727, Attention: Richard J. Brezski, Chief Financial Officer and Treasurer (Fax: 302-281-3761), with a copy to Jannie K. Lau, Chief Legal Officer, General Counsel and Corporate Secretary (Fax: 302-281-3763).

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Company shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Initial Purchasers by Barclays Capital Inc.

13. *Persons Entitled to Benefit of Agreement*. This Agreement shall inure to the benefit of and be binding upon the Initial Purchasers, the Company and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (a) the representations, warranties, indemnities and agreements of the Company contained in this Agreement shall also be deemed to be for the benefit of directors, officers and employees of the Initial Purchasers and each person or persons, if any, controlling any Initial Purchaser within the meaning of Section 15 of the Securities Act, and (b) the indemnity agreement of the Initial Purchasers contained in Section 8(b) of this Agreement shall be deemed to be for the benefit of the directors, officers and employees of the Company and any person controlling the Company within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 13, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

14. *Survival*. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Initial Purchasers contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of any of them or any person controlling any of them.

15. *Definition of the Terms "Business Day", "Affiliate" and "Subsidiary"*. For purposes of this Agreement, (a) "business day" means any day on which the New York Stock Exchange, Inc. is open for trading, and (b) "affiliate" and "subsidiary" have the meanings set forth in Rule 405 under the Securities Act, unless otherwise indicated.

16. *Recognition of the U.S. Special Resolution Regimes*.

(a) In the event that any Initial Purchaser that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Initial Purchaser of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Initial Purchaser that is a Covered Entity or a BHC Act Affiliate of such Initial Purchaser becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Initial Purchaser are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 16, a "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

17. *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

18. *Waiver of Jury Trial*. The Company and each of the Initial Purchasers hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

19. *No Fiduciary Duty.* The Company acknowledges and agrees that in connection with this offering, or any other services the Initial Purchasers may be deemed to be providing hereunder, notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by the Initial Purchasers: (a) no fiduciary or agency relationship between the Company and any other person, on the one hand, and the Initial Purchasers, on the other, exists; (b) the Initial Purchasers are not acting as advisors, expert or otherwise, to the Company, including, without limitation, with respect to the determination of the purchase price of the Securities, and such relationship between the Company, on the one hand, and the Initial Purchasers, on the other, is entirely and solely commercial, based on arm's-length negotiations; (c) any duties and obligations that the Initial Purchasers may have to the Company shall be limited to those duties and obligations specifically stated herein; (d) each Initial Purchaser and its affiliates may have interests that differ from those of the Company; and (e) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company hereby waives any claims that the Company may have against the Initial Purchasers with respect to any breach of fiduciary duty in connection with the Securities.

20. *Counterparts*. This Agreement may be executed in one or more 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.

21. *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.

[*Remainder of page intentionally left blank.*]

If the foregoing correctly sets forth the agreement between the Company and the Initial Purchasers, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

INTERDIGITAL, INC.

By: /s/ Richard J. Brezski
Name: Richard J. Brezski
Title: Chief Financial Officer

[Signature Page to Purchase Agreement]

Accepted:
BARCLAYS CAPITAL INC.

For themselves and as Representative
of the several Initial Purchasers named
in Schedule I hereto

By: BARCLAYS CAPITAL INC.

By: /s/ Syed Rajib Imteaz
Authorized Representative

SCHEDULE I

Initial Purchasers	Principal Amount of Firm Securities to be Purchased
Barclays Capital Inc.	$ 210,000,000
Credit Suisse Securities (USA) LLC	105,000,000
Stifel, Nicolaus & Company, Incorporated	14,000,000
B. Riley & Co., LLC	7,000,000
Dougherty & Company LLC	7,000,000
Roth Capital Partners, LLC	7,000,000
Total	$ 350,000,000

SCHEDULE II

INTERDIGITAL, INC.

PRICING TERM SHEET

SCHEDULE III

A. None.

B. None.

SCHEDULE IV

PERSONS DELIVERING LOCK-UP AGREEMENTS

Directors
Joan H. Gillman
S. Douglas Hutcheson
John A. Kritzmacher
John D. Markley, Jr.
Jean F. Rankin
Philip P. Trahanas

Officers
William J. Merritt
Kai O. Öistämö
Richard J. Brezski
Jannie K. Lau
Henry Tirri

EXHIBIT A

LOCK-UP LETTER AGREEMENT

___, 2019

BARCLAYS CAPITAL INC.

As Representative of the several
Initial Purchasers referred to below

c/o Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

The undersigned understands that you and certain other firms (the "**Initial Purchasers**") propose to enter into the Purchase Agreement (the "**Purchase Agreement**") providing for the purchase by the Initial Purchasers of 2.00% Senior Convertible Notes due 2024 (the "**Securities**") of InterDigital, Inc., a Pennsylvania corporation (the "**Company**"). The Securities will be convertible into cash, shares of the Company's common stock, $0.01 par value per share (the "**Common Stock**") or a combination of cash and shares of Common Stock, at the Company's election, and that the Initial Purchasers propose to reoffer the Securities in Exempt Resales (as such term is defined in the Purchase Agreement) (the "**Offering**").

In consideration of the execution of the Purchase Agreement by the Initial Purchasers, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that, without the prior written consent of Barclays Capital Inc. on behalf of the Initial Purchasers, the undersigned will not, directly or indirectly, (1) offer for sale, sell, pledge, loan or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could reasonably be expected to, result in the transfer or disposition by any person at any time in the future of) any shares of Common Stock (including, without limitation, shares of Common Stock that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and shares of Common Stock that may be issued pursuant to any restricted stock unit or upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for Common Stock, (2) enter into any swap, agreement or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of shares of Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or other securities, in cash or otherwise, (3) make any demand for or exercise any

right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock or any other securities of the Company or (4) publicly disclose the intention to do any of the foregoing, for a period commencing on the date hereof and ending on and including the 75th day after the date of the Offering Memorandum relating to the Offering (such 75-day period, the "**Lock-Up Period**"); *provided, however*, that this Lock-Up Letter Agreement shall not apply to (i) any *bona fide* gift of shares of Common Stock or securities convertible into or exercisable or exchangeable for Common Stock, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth in this Lock-Up Letter Agreement, (ii) the establishment or amendment of a sales plan pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, provided that no sales under such plans occur during the Lock-Up Period, (iii) trades under any Rule 10b5-1 plan that has been entered into by the undersigned prior to the date of this Lock-Up Letter Agreement, (iv) transfers to a trust for the direct or indirect benefit of the transferor or the immediate family of the transferor, provided that such transferee agrees to be bound in writing by the restrictions set forth in this Lock-Up Letter Agreement, (v) exercises of options to purchase Common Stock that have been granted prior to the date of this Lock-Up Letter Agreement, (vi) the sale of shares of Common Stock to satisfy tax withholding obligations arising as a result of the exercise of outstanding options or the vesting of restricted stock units and (vii) the settlement by the Company of fractional restricted stock units for cash upon vesting of restricted stock units.

In furtherance of the foregoing, the Company and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Letter Agreement.

It is understood that, if the Company notifies the Initial Purchasers that it does not intend to proceed with the Offering, if the Purchase Agreement does not become effective, or if the Purchase Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Securities, the undersigned will be released from its obligations under this Lock-Up Letter Agreement.

The undersigned understands that the Company and the Initial Purchasers will proceed with the Offering in reliance on this Lock-Up Letter Agreement.

Whether or not the Offering actually occurs depends on a number of factors, including market conditions. Any Offering will only be made pursuant to a Purchase Agreement, the terms of which are subject to negotiation between the Company and the Initial Purchasers.

[Signature page follows]

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Letter Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Very truly yours,

By: /s/ Richard J. Brezski
Name: Richard J. Brezski
Title: Chief Financial Officer

Exhibit A

Accepted:
BARCLAYS CAPITAL INC.

For themselves and as Representative
of the several Initial Purchasers named
in Schedule I hereto

By: /s/ Syed Rajib Imteaz
Name: Syed Rajib Imteaz
Title: Managing Director

Exhibit A

EXHIBIT B-1

FORM OF OPINION OF ISSUER'S COUNSEL

1. Based solely upon a review of the good standing certificates relating to each of the Significant Subsidiaries, each of the Significant Subsidiaries is a validly existing corporation in good standing under the laws of the State of Delaware.

2. The Purchase Agreement has been duly executed and delivered by the Company.

3. The Securities, when executed by the Company and authenticated by the Trustee in accordance with the provisions of the Indenture (which authentication we have not determined by inspection of the Securities) and issued and delivered to the Initial Purchasers against payment of the purchase price therefor specified in the Purchase Agreement, will constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms and will be entitled to the benefits of the Indenture.

4. The Indenture has been duly executed and delivered by the Company, assuming due authorization, execution and delivery thereof by the Trustee and constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.

5. The execution and delivery by the Company of the Transaction Documents, the performance by the Company of its obligations under the Transaction Documents and the issuance of the Securities do not violate any provisions of any U.S. federal or New York state law, rule or regulation. The execution and delivery by the Company of the Transaction Documents, the performance by the Company of its obligations under the Transaction Documents and the issuance of the Securities do not violate, or constitute a default under, any Reviewed Agreement, and do not violate any Reviewed Judgment.

6. No consent, approval or authorization of, or designation, declaration or filing with, any U.S. federal or New York governmental authority on the part of the Company is required for valid execution and delivery by the Company of the Transaction Documents or the issuance and sale by the Company of the Securities pursuant to the Purchase Agreement and the Indenture and the issuance of the Conversion Shares.

7. The statements set forth in the Disclosure Package and the Final Offering Memorandum under the caption "Description of the Notes," insofar as such statements purport to constitute summaries of the Securities, fairly summarize in all material respects the matters referred to therein.

8. The statements set forth in the Disclosure Package and the Final Offering Memorandum under the caption "Certain U.S. Federal Income Tax Considerations," insofar as such statements purport to summarize provisions of the United States federal tax laws referred to therein, fairly summarize such laws in all material respects.

9. The Company, is not and immediately after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and Final Offering Memorandum, will not be required to be registered as an "investment company," as such term is defined in the Investment Company Act.

10. No registration of the Securities under the Securities Act is required for the sale of the Securities by the Company to the Initial Purchasers pursuant to the Purchase Agreement or for the initial resale of the Securities by the Initial Purchasers in the manner contemplated by the Purchase Agreement, the Disclosure Package and the Final Offering Memorandum and it is not necessary to qualify the Indenture under the Trust Indenture Act (it being understood that no opinion is expressed as to any subsequent resale of the Securities or the Conversion Shares, or, in either case, the consequences thereof).

NEGATIVE ASSURANCE

We have participated in conferences with certain officers and other representatives of the Company, representatives of the independent certified public accountants of the Company and your representatives and counsel at which the contents of the Pricing Disclosure Package, the Final Offering Memorandum and related matters were reviewed and discussed and, although we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the Pricing Disclosure Package or the Final Offering Memorandum (except as and to the extent set forth in paragraphs (8) and (9) of our opinion letter to you dated the date hereof), and we have made no independent check or verification thereof, no facts have come to our attention in the course of such review and discussion that have caused us to believe that:

(a) the Pricing Disclosure Package, at the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or

(b) the Final Offering Memorandum, as of its date or as of the date hereof, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In providing this letter to you as Initial Purchasers, we have not been called to pass upon, and we express no view regarding, the financial statements and related schedules and the financial and statistical data derived from such financial statements or schedules included in or omitted from the Disclosure Package or Final Offering Memorandum.

EXHIBIT B-2

FORM OF OPINION OF
CHIEF LEGAL OFFICER, GENERAL COUNSEL AND CORPORATE SECRETARY

(i) To such counsel's actual knowledge, (a) each of the Company's issued patents were validly and properly issued; (b) the Company has clear title to or has rights in each of the Company's Intellectual Property Rights; (c) none of the Company's issued patents have been revoked; and (d) the Company has properly filed and has prosecuted in a timely and reasonable manner, or is so prosecuting, each of the Company's pending patent applications and granted patents; except, in each case of clauses (a) through (d), where such failure has not had, and could not reasonably be expected to have, a Material Adverse Effect or could not reasonably be expected to have a material adverse effect on the performance of the Purchase Agreement, the Indenture and the Notes or the consummation of the transactions contemplated thereby.

(ii) To such counsel's actual knowledge and except as described in each of the Preliminary Offering Memorandum and the Offering Memorandum, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property or assets (including Intellectual Property Rights) of the Company or any of its subsidiaries is the subject that could reasonably be expected to have a Material Adverse Effect or could reasonably be expected to prohibit the performance by the Company of the Purchase Agreement, the Indenture and the Notes or the consummation of the transactions contemplated thereby; and, to such counsel's actual knowledge, no such proceedings are threatened or contemplated by governmental authorities or others.

(iii) To such counsel's actual knowledge, there are no contracts or other documents of a character that would be required to be described in the Preliminary Offering Memorandum or the Offering Memorandum if the Preliminary Offering Memorandum and the Offering Memorandum were considered a prospectus included in a Registration Statement on Form S-3 that are not described therein.

EXHIBIT B-3

FORM OF OPINION OF PENNSYLVANIA COUNSEL

1. Each of the Company and InterDigital Wireless, Inc. is a corporation organized and, as of the date set forth on the Good Standing Certificate, presently subsisting under the laws of the Commonwealth of Pennsylvania, with corporate power to conduct its business as described in the Preliminary Offering Memorandum and the Final Offering Memorandum.

2. The Company has the corporate power and authority to execute, deliver and perform its obligations under the Transaction Documents and to issue and sell the Notes.

3. The Company has an authorized capitalization as set forth in the Preliminary Offering Memorandum and the Final Offering Memorandum.

4. Insofar as the statements in the Preliminary Offering Memorandum and Final Offering Memorandum under the headings "Description of Capital Stock — Common Stock", "—Preferred Stock" and "—Anti-Takeover Effects of Pennsylvania Law and Relevant Provisions of Our Articles of Incorporation and Bylaws" constitute a summary of specific provisions of the Governing Documents or laws of the Commonwealth of Pennsylvania referred to therein, such statements present in all material respects a fair and accurate summary of such provisions of the Governing Documents or laws of the Commonwealth of Pennsylvania.

5. The Purchase Agreement has been duly authorized, executed and delivered by the Company.

6. The Indenture has been duly authorized, executed and delivered by the Company.

7. The Notes have been duly authorized by the Company, and the Global Note has been duly executed and delivered by the Company.

8. The shares of Common Stock initially issuable upon conversion of the Notes pursuant to the Indenture have been duly authorized and validly reserved for issuance by all necessary corporate action of the Company, and, when issued and delivered upon conversion of the Notes in accordance with the terms of the Notes and the Indenture, will be validly issued, fully paid and non-assessable.

9. Unless the articles of incorporation of a Pennsylvania corporation so provide, there are no preemptive rights under the PABCL to subscribe for or purchase shares of the common stock of such corporation. There are no preemptive or similar rights to subscribe for or to purchase any shares of the Common Stock pursuant to the Governing Documents.

10. The execution, delivery and performance by the Company of each of the Transaction Documents to which it is a party and the consummation by the Company of the transactions contemplated by the Transaction Documents to which it is a party

(including the issuance of shares of Common Stock initially issuable upon conversion of the Notes in accordance with the Notes and the Indenture) do not result in (i) a violation or breach of the Governing Documents or (ii) a violation of any statute, rule or regulation of the Commonwealth of Pennsylvania known to us to be applicable to the Company in a transaction of the type contemplated by the Transaction Documents.

11. No consent, approval, authorization or order of, or filing or registration with, any Pennsylvania governmental agency, court or body having jurisdiction over the Company is required to be obtained or made by the Company for the execution, delivery and performance by the Company of the Transaction Documents or for the consummation of the transactions contemplated by each of the Transaction Documents, except (i) such as have been obtained or made prior to the date hereof; (ii) such as may be required under state securities or "blue sky" laws (as to which we express no opinion); and (iii) as otherwise required by any federal securities laws of the United States of America, as to which we express no opinion.

(Back To Top)

Section 4: EX-10.2 (EX-10.2)

Exhibit 10.2

[Dealer Address]

DATE: May 29, 2019

TO: InterDigital, Inc.
ATTENTION: Richard Brezski
TELEPHONE: (+1) 302.281.3621
FACSIMILE: (+1) 302-281-3761

FROM: [ ]
ATTENTION: [ ]
TELEPHONE: [ ]
FACSIMILE: [ ]

SUBJECT: Bond Hedge Transaction[1]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction entered into between [Dealer] ("**Dealer**")[, through its agent [Agent] (the "**Agent**"),][2] and InterDigital, Inc. ("**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below. [Dealer is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Dealer is not a member of the Securities Investor Protection Corporation ("**SIPC**").][3]

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. Any reference to a currency shall have the meaning contained in Section 1.7 of the 2006 ISDA Definitions as published by ISDA. In the event of any inconsistency between the Equity Definitions and this Confirmation, this Confirmation shall govern. Certain defined terms used herein have the meanings assigned to them in the Indenture to be dated on or about June 3, 2019 between Counterparty and The Bank of New York Mellon Trust Company, N.A., as trustee (as may be amended, modified or supplemented from time to time, but only if such amendment, modification or supplement is consented to by Dealer in writing, the "**Indenture**") relating to USD [350],000,000 principal amount of [ ]% senior convertible notes due 2024 (the "**Convertible Notes**") issued by Counterparty. In the event of any inconsistency between the Indenture and this Confirmation, this Confirmation shall govern. For the avoidance of doubt, references herein to sections of the Indenture are based on the draft of the Indenture so reviewed. Subject to the foregoing, the parties further acknowledge that references to the Indenture herein are references to the Indenture as in effect on the date of its execution and if the Indenture is amended following its execution, any such amendment will be disregarded for purposes of this Confirmation unless the parties agree otherwise in writing.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

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1 Dealer to provide.
2 To be updated for each Dealer counterparty.
3 To be updated for each Dealer counterparty.

1. This Confirmation, together with the Agreement as defined below, evidence a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be subject to an agreement (the "**Agreement**") in the form of the 2002 ISDA Master Agreement as if Dealer and Counterparty had executed an agreement in such form on the date hereof (but without any Schedule except for (i) the election of US Dollars ("**USD**") as the Termination Currency[, (ii) the election of an executed guarantee of [•] ("**Guarantor**") dated as of the Trade Date in substantially the form attached hereto as Annex A as a Credit Support Document, (iii) the designation of Guarantor as Credit Support Provider in relation to Dealer][4] and (iv) (a) the election that the "Cross Default" provisions of Section 5(a)(vi) of the Agreement shall apply to Counterparty and Dealer with a "Threshold Amount" of USD25,000,000, in the case of Counterparty, and three percent of the shareholders' equity of [Name of Dealer's Parent], in the case of Dealer, (b) the phrase "or becoming capable at such time of being declared" shall be deleted from clause (1) of such Section 5(a)(vi), and (c) the following language shall be added to the end thereof: "Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (x) the default was caused solely by error or omission of an administrative or operational nature; (y) funds were available to enable the party to make the payment when due; and (z) the payment is made within two Local Business Days of such party's receipt of written notice of its failure to pay."). In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	May 29, 2019
Option Style:	Modified American, as described below under "Procedures for Exercise".
Option Type:	Call.
Buyer:	Counterparty.
Seller:	Dealer.
Shares:	The common stock, par value USD0.01 per share, of Counterparty (Ticker symbol "IDCC").
Number of Options:	As of the Trade Date, 350,000. For the avoidance of doubt, the Number of Options shall be reduced from time to time as of each Potential Exercise Date by any Options (or fractions of an Option) that are Exercisable Options for such Potential Exercise Date or that are terminated pursuant to Section 5(b)(iii) of this Confirmation (but not, for the avoidance of doubt, by Options terminated by Counterparty pursuant to the same section set forth in any other confirmation between Counterparty and a dealer that is not a Dealer).
Option Entitlement:	As of any date, a number of Shares per Option equal to the Applicable Percentage *multiplied by* the "Conversion Rate" (as defined in the Indenture) as of such date, but without regard to any adjustments to the "Conversion Rate" pursuant to the Excluded Provisions).

4 Requested if Dealer is not the highest rated entity in group, typically from the Parent.

Strike Price:	As provided in Schedule A to this Confirmation.
Applicable Percentage:	[ ]%
Premium:	As provided in Schedule A to this Confirmation.
Premium Payment Date:	The closing date for the initial issuance of the Convertible Notes.
Exchange:	The NASDAQ Global Select Market.
Related Exchange(s):	All Exchanges.
Excluded Provisions:	Section 10.03 and Section 10.04(f) of the Indenture.
Calculation Agent:	Dealer. All determinations made by the Calculation Agent shall be made in good faith and in a commercially reasonable manner. Following any determination or calculation by the Calculation Agent hereunder, upon a written request by Counterparty, the Calculation Agent will provide to Counterparty by e-mail to the e-mail address provided by Counterparty in such written request a report (in a commonly used file format for the storage and manipulation of financial data) displaying in reasonable detail such determination or calculation, including, where applicable, a description of the methodology and data applied, it being understood that the Calculation Agent shall not be obligated to disclose any proprietary models or other proprietary or confidential information used by it for such determination or calculation.
Procedures for Exercise:	
Potential Exercise Dates:	Notwithstanding anything to the contrary in section 3.1(c) of the Equity Definitions, "Potential Exercise Date" shall mean each Conversion Date.
Conversion Dates:	Each "Conversion Date" (as defined in the Indenture); *provided* that if Counterparty has not delivered to Dealer a related Notice of Exercise, then in no event shall a Conversion Date be deemed to occur hereunder (and no Option shall be exercised or deemed to be exercised hereunder) with respect to any surrender of a Convertible Note for conversion in respect of which Counterparty has elected to designate a financial institution for exchange in lieu of conversion of such Convertible Note pursuant to Section 10.02 of the Indenture.
Exercisable Options:	In respect of each Conversion Date, a number of Options equal to the number of Convertible Notes in denominations of USD1,000 principal amount surrendered for conversion on such Conversion Date in accordance with the terms of the Indenture (such Convertible Notes, the "Relevant Convertible Notes" for such Conversion Date), subject to "Notice of Exercise" below, but no greater than the Number of Options as of the date immediately preceding such Conversion Date.

Number of Relevant Options	With respect to any conversion of a Convertible Note, (x) the Number of Options, multiplied by (y) the principal amount of Relevant Convertible Notes, divided by (z) the principal amount of Convertible Notes outstanding (excluding Convertible Notes that have been converted prior to the conversion of the Relevant Convertible Notes but for which settlement has not yet occurred) prior to giving effect to such conversion. For the avoidance of doubt, the Number of Relevant Options may include a fraction of an Option.
Free Convertibility Date:	March 1, 2024
Expiration Date:	Notwithstanding anything to the contrary in section 3.1(f) of the Equity Definitions, "Expiration Date" shall mean the earlier of (x) the last day on which any Convertible Notes remain outstanding and (y) the maturity date of the Convertible Notes.
Multiple Exercise:	Applicable, as provided under "Exercisable Options" above.
Automatic Exercise:	Notwithstanding Section 3.4 of the Equity Definitions, on each Conversion Date in respect of which a Notice of Conversion that is effective as to Counterparty has been delivered by the relevant converting Holder (as such term is defined in the Indenture), a number of Options equal to the Number of Relevant Options shall be deemed to be automatically exercised; *provided* that such Options shall be exercised or deemed exercised only if Counterparty or the Trustee (or other agent authorized by Counterparty and previously identified to Dealer by Counterparty in writing) on behalf of Counterparty has provided a Notice of Exercise to Dealer in accordance with "Notice of Exercise" below. If the Trustee (or any other such agent) on behalf of the Counterparty provides any Notice of Exercise to Dealer, Dealer shall be entitled to rely on the accuracy of such Notice of Exercise without any independent investigation, and the contents of such notice shall be binding on Counterparty. Notwithstanding the foregoing, in no event shall the number of Options that are exercised or deemed exercised hereunder exceed the Number of Options.
Notice of Exercise:	Notwithstanding anything to the contrary in the Equity Definitions or under "Exercisable Options" above, in order to exercise any Exercisable Options, Counterparty must notify Dealer in writing prior to 5:00 p.m., New York City time, on the day that is at least one Scheduled Trading Day's prior to the first day of the applicable Conversion Period in respect of the Options being exercised (the "**Notice Deadline")** of (i) the Number of Relevant Options (including, if applicable, whether all or any portion of the Convertible Notes relating to such Options are Convertible Notes as to which additional Shares would be added to the "Conversion Rate" (as defined in the Indenture) pursuant to Section 10.03 of the Indenture (the "**Make-Whole Convertible Notes**")) and the aggregate principal amount of Convertible Notes outstanding on such date immediately prior to such conversion (upon which Dealer shall be entitled to rely on the accuracy of such amount without any independent investigations), (ii) the scheduled first day of the

applicable Conversion Period and the scheduled Settlement Date, (iii) the Relevant Settlement Method for such Options and (iv) if the Relevant Settlement Method for such Options is not Net Share Settlement, Settlement in Shares or Settlement in Cash (each as defined below), the fixed amount of cash per Convertible Note that Counterparty has elected to deliver to "Holders" (as defined in the Indenture) of the Relevant Convertible Notes (the "**Specified Cash Amount**") and such notice shall be deemed to include the information, representations, acknowledgements and agreements described under "Settlement Method Election Conditions" below; *provided* that, notwithstanding the foregoing, such notice (and the related automatic exercise of such Options) shall be effective if given after the relevant Notice Deadline (but only in respect of any Options relating to Convertible Notes with a Conversion Date occurring prior to the Free Convertibility Date), but prior to 5:00 p.m. (New York City time) on the fifth Trading Day of such Conversion Period, in which case the Calculation Agent shall have the right to adjust the relevant settlement obligations of Dealer as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and reasonable expenses incurred by Dealer or its affiliates in connection with hedging activities (including the unwinding of any hedge position) as a result of its not having received such notice prior to the Notice Deadline; *provided further* that (I) in respect of any Options relating to Relevant Convertible Notes with a Conversion Date occurring on or after the Free Convertibility Date, (A) such notice may be given on or prior to the Scheduled Trading Day immediately preceding the Expiration Date and need only specify the information required in clause (i) above, and (B) if the Relevant Settlement Method for such Options is not Net Share Settlement, Dealer shall have received a separate notice (the "**Notice of Final Settlement Method**") in respect of all such Convertible Notes before 5:00 p.m., New York City time, on or prior to the Free Convertibility Date specifying the information required in clauses (iii) and (iv) above and such notice shall be deemed to include the information, representations, acknowledgements and agreements described under "Settlement Method Election Conditions" below.

Settlement Terms:

Settlement Method: For any Option, Net Share Settlement; *provided* that if the Relevant Settlement Method set forth below for such Option is not Net Share Settlement, then the Settlement Method for such Option shall be such Relevant Settlement Method. Counterparty acknowledges its responsibilities under applicable securities laws, and in particular Section 9 and Section 10(b) of the Exchange Act and the rules and regulations thereunder, in respect of any election of a settlement method with respect to the Relevant Convertible Notes.

Relevant Settlement Method: In respect of any Option:

(i) if Counterparty has elected to settle its conversion obligations in respect of the Relevant Convertible Note (A) entirely in Shares pursuant to Section 10.02(b) of the Indenture (together with cash in lieu of fractional Shares) (such settlement method, "**Settlement in Shares**"); (B) in a combination of cash and Shares

	pursuant to Section 10.02(b) of the Indenture with a Specified Cash Amount less than USD 1,000 (such settlement method, "**Low Cash Combination Settlement**"); or (C) in a combination of cash and Shares pursuant to Section 10.02(b) of the Indenture with a Specified Cash Amount equal to USD 1,000, then, in each case, the Relevant Settlement Method for such Option shall be Net Share Settlement; (ii) if Counterparty has elected to settle its conversion obligations in respect of the Relevant Convertible Note in a combination of cash and Shares pursuant to Section 10.02(b) of the Indenture with a Specified Cash Amount greater than USD 1,000, then the Relevant Settlement Method for such Option shall be Combination Settlement; and (iii) if Counterparty has elected to settle its conversion obligations in respect of the Relevant Convertible Note entirely in cash pursuant to Section 10.02(b) of the Indenture (such settlement method, "**Settlement in Cash**"), then the Relevant Settlement Method for such Option shall be Cash Settlement.
Settlement Method Election Conditions:	For any Relevant Settlement Method other than Net Share Settlement with a Specified Cash Amount equal to USD 1,000, the Notice of Exercise or Notice of Final Settlement Method for such Option, as applicable, shall be deemed to contain: (i) a representation that, on the date of such Notice of Exercise or Notice of Final Settlement Method, as applicable, none of Counterparty and its officers and directors is aware or in possession of any material non-public information with respect to Counterparty or the Shares; (ii) a representation that Counterparty is electing the settlement method for the Relevant Convertible Note and such Relevant Settlement Method in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"); (iii) a representation that Counterparty has not entered into or altered any hedging transaction relating to the Shares corresponding to or offsetting the Transaction; (iv) a representation that Counterparty is not electing the settlement method for the Relevant Convertible Note and such Relevant Settlement Method to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) or otherwise in violation of the Exchange Act; and (v) an acknowledgment by Counterparty that (A) any transaction by Dealer following Counterparty's election of the settlement method for the Relevant Convertible Note and such Relevant Settlement Method shall be made at Dealer's sole discretion and for Dealer's own account and (B) Counterparty does not have, and shall not attempt to exercise, any influence over how, when, whether or at what price to effect such transactions, including, without limitation, the price paid or received per Share pursuant to such transactions, or whether such transactions are made on any securities exchange or privately.

Net Share Settlement:	If Net Share Settlement is applicable to any Option exercised or deemed exercised hereunder, in lieu of the obligations set forth in Sections 8.1 and 9.1 of the Equity Definitions, Dealer will deliver to Counterparty, on the relevant Settlement Date for each such Option, an aggregate number of Shares and, if any, cash in lieu of fractional shares as provided below (the "**Net Share Settlement Amount**") equal to the *sum* for each Trading Day during the applicable Conversion Period for each such Option of a number of Shares of each such Trading Day equal to (i) the Daily Option Value for such Trading Day, *divided by* (ii) the VWAP Price on such Trading Day, *divided by* (iii) the number of Trading Days in the applicable Conversion Period; *provided* that in no event shall the Net Share Settlement Amount for any Option exceed a number of Shares equal to the Applicable Limit for such Option *divided by* the Applicable Limit Price on the Settlement Date for the Option. Dealer will deliver cash in lieu of any fractional Shares to be delivered with respect to any Net Share Settlement Share Amount valued at the VWAP Price for the last Trading Day of the applicable Conversion Period.
Combination Settlement:	If Combination Settlement is applicable to any Option exercised or deemed exercised hereunder, in lieu of the obligations set forth in Sections 8.1 and 9.1 of the Equity Definitions, Dealer will deliver to Counterparty, on the relevant Settlement Date for each such Option: (i) cash (the "**Combination Settlement Cash Amount**") equal to the *sum* for each Trading Day during the applicable Conversion Period for such Option of an amount for each such Trading Day (the "**Daily Combination Settlement Cash Amount**") equal to (A) the lesser of (1) the *product of* (x) the Applicable Percentage *and* (y) the Specified Cash Amount *minus* USD 1,000 and (2) the Daily Option Value, *divided by* (B) the number of Trading Days in the applicable Conversion Period; *provided* that if the calculation in clause (A) above results in zero or a negative number for any Trading Day, the Daily Combination Settlement Cash Amount for such Trading Day shall be deemed to be zero; and (ii) an aggregate number of Shares (the "**Combination Settlement Share Amount**") equal to the *sum* for each Trading Day during the applicable Conversion Period for such Option of a number of Shares for each such Trading Day (the "**Daily Combination Settlement Share Amount**") equal to (A) the Daily Option Value on such Trading Day *minus* the Daily Combination Settlement Cash Amount for such Trading Day (the remainder, the "**Daily Share Value**"), *divided by* (B) the VWAP Price on such Trading Day, *divided by* (C) the number of Trading Days in the applicable Conversion Period; *provided* that if the calculation in clause (A) above results in zero or a negative number for any Trading Day, the Daily Combination Settlement Share Amount for such Trading Day shall be deemed to be zero.

	provided, however, if the sum of (x) the Combination Settlement Cash Amount for any Option and (y) the sum for each Trading Day during the applicable Conversion Period for such Option of the quotient of the Daily Share Value on such Trading Day divided by the number of Trading Days in such Conversion Period exceeded the Applicable Limit for such Option, the Combination Settlement Share Amount for such Option shall be reduced by a number of Shares equal to the amount of such excess divided by the Applicable Limit Price on the Settlement Date for the Option, and if the amount of such excess is greater than such Combination Settlement Share Amount, the Combination Settlement Cash Amount shall be reduced by such excess. Dealer will deliver cash in lieu of any fractional Shares to be delivered with respect to any Combination Settlement Share Amount valued at the VWAP Price for the last Trading Day of the applicable Conversion Period.
Cash Settlement:	If Cash Settlement is applicable to any Option exercised or deemed exercised hereunder, in lieu of Section 8.1 of the Equity Definitions, Dealer will pay to Counterparty, on the relevant Settlement Date for each such Option, an amount of cash (the "**Cash Settlement Amount**") equal to the sum for each Trading Day during the applicable Conversion Period for such Option of (i) the Daily Option Value for such Trading Day, divided by (ii) the number of Trading Days in the applicable Conversion Period; provided, however, that in no event shall the Cash Settlement Amount for any Option exceed the Applicable Limit for such Option.
Daily Option Value:	For any Trading Day, an amount equal to (i) the Option Entitlement on such Trading Day, *multiplied by* (ii)(x) the VWAP Price on such Trading Day *minus* (y) the Strike Price on such Trading Day; *provided* that if the calculation contained in clause (ii) above results in a negative number, the Daily Option Value for such Trading Day shall be deemed to be zero. In no event will the Daily Option Value be less than zero.
Applicable Limit:	For any Option, an amount of cash equal to the Applicable Percentage multiplied by the excess of (i) the aggregate of (A) the amount of cash, if any, delivered to the Holder of the Relevant Convertible Note upon conversion of such Convertible Note and (B) the number of Shares, if any, delivered to the Holder of the Relevant Convertible Note upon conversion of such Convertible Note multiplied by the Applicable Limit Price on the Settlement Date for the Option, over (ii) USD 1,000.
Applicable Limit Price:	On any day, the opening price as displayed under the heading "Op" on Bloomberg page IDCC: US <equity> (or any successor thereto).
Trading Day:	A day on which (i) there is no Market Disruption Event and (ii) trading in the Shares generally occurs on the Exchange or, if the Shares are not then listed on the Exchange, on the principal other U.S. national or regional securities exchange on which the Shares are then listed or, if the Shares are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Shares are then traded. If the Shares are not so listed or traded, "Trading Day" means a Business Day.

Scheduled Trading Day:	A day that is scheduled to be a Trading Day on the primary U.S. national securities exchange or market on which the Shares are listed or admitted for trading. If the Shares are not so listed or admitted for trading, "Scheduled Trading Day" means a Business Day.
Business Day:	Any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby replaced in its entirety by the following: "'Market Disruption Event' means, in respect of a Share, (i) a failure by the primary U.S. national or regional securities exchange or market on which the Shares are listed or admitted for trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m. New York City time on any Scheduled Trading Day for the Shares for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Shares or in any options, contracts or futures contracts relating to the Shares."
VWAP Price:	On any Trading Day, the per Share volume-weighted average price as displayed on Bloomberg page (or any successor thereto) "IDCC <equity> AQR" in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time, on such Trading Day (or if such volume-weighted average price is unavailable at such time, the market value of one Share on such Trading Day, as determined by the Calculation Agent using a volume-weighted method). For the avoidance of doubt, the VWAP Price will be determined without regard to after-hours trading or any other trading outside of the regular trading session hours.
Conversion Period:	For any Option and regardless of the Settlement Method applicable to such Option: (i) if the related Conversion Date occurs prior to the Free Convertibility Date, the 40 consecutive Trading Days commencing on, and including, the second Trading Day immediately following such Conversion Date; *provided* that if the Notice of Exercise for such Option specifies that Settlement in Shares or Low Cash Combination Settlement applies to the Relevant Convertible Note, the Conversion Period shall be the 80 consecutive Trading Day period commencing on, and including, the second Trading Day immediately following the receipt of such Notice of Exercise; (ii) if the related Conversion Date occurs on or following the Free Convertibility Date, the 40 consecutive Trading Days commencing on, and including, the 41st Scheduled Trading Day immediately prior to the "Maturity Date" (as defined in the Indenture); *provided* that if the Notice of Exercise or Notice of Final Settlement Method, as applicable, for such Option specifies that Settlement in Shares or Low Cash Combination Settlement applies to the Relevant Convertible Note, the Conversion Period shall be the 80 consecutive Trading Days commencing on, and including, the 81st Scheduled Trading Day immediately prior to the "Maturity Date".

Settlement Date:	For any Option, the second Business Day immediately following the final Trading Day of the applicable Conversion Period for such Option.
Settlement Currency:	USD.
Other Applicable Provisions:	To the extent Dealer is obligated to deliver Shares hereunder, the provisions of Sections 9.4 (except that "Settlement Date" shall be as defined above, unless a Settlement Disruption Event prevents delivery of such Shares on that date), 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Equity Definitions shall be applicable as if "Physical Settlement" applied to the Transaction.
Representation and Agreement:	Notwithstanding anything to the contrary in Equity Definitions (including, but not limited to, Section 9.11 thereof), the parties acknowledge that (i) any Shares delivered to Counterparty shall be, upon delivery, subject to restrictions and limitations arising from Counterparty's status as issuer of the Shares under applicable securities laws, (ii) Dealer may deliver any Shares required to be delivered hereunder in certificated form in lieu of delivery through the Clearance System and (iii) any Shares delivered to Counterparty may be "restricted securities" (as defined in Rule 144 under the Securities Act of 1933, as amended (the "**Securities Act**")).
Discretionary Adjustments:	In respect of any Relevant Settlement Method, if Counterparty is permitted to or required to exercise discretion under the terms of the Indenture with respect to any determination, calculation or adjustment relevant to conversion of the Convertible Notes including, but not limited to, the volume-weighted average price of the Shares (but, for the avoidance of doubt, other than for determinations referred to under the heading "Method of Adjustment" below), Counterparty shall consult with Dealer with respect thereto.
Share Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment, which means that, notwithstanding Section 11.2(c) of the Equity Definitions (and, for the avoidance of doubt, in lieu of any adjustments pursuant to such section), upon the occurrence of any Potential Adjustment Event (for the avoidance of doubt, other than an increase in the "Conversion Rate" pursuant to the Excluded Provisions), the Calculation Agent will make a corresponding adjustment to any one or more of the Strike Price, Number of Options, the Option Entitlement and any other variable relevant to the exercise, settlement, payment or other terms of the Transaction. Counterparty agrees that it will notify Dealer prior to the effectiveness of any such adjustment and, to the extent such adjustment requires an exercise of discretion by Counterparty under the terms of the Indenture, it shall exercise such discretion in good faith and in a commercially reasonable manner and promptly provide the Calculation Agent with any additional information it reasonably requests about the Counterparty's calculations and

	methodology for such adjustment[; *provided* that notwithstanding the foregoing, if any Potential Adjustment Event occurs during the Conversion Period but no adjustment was made to any Convertible Note under the Indenture because the relevant "Holder" (as defined in the Indenture) was deemed to be a record owner of the underlying Shares on the related Conversion Date, then the Calculation Agent shall make an adjustment, as determined by it, to the terms hereof in order to account for such Potential Adjustment Event.]
Potential Adjustment Events:	Notwithstanding Section 11.2(e) of the Equity Definitions, a "Potential Adjustment Event" means an occurrence of any event or condition, as set forth in Sections 10.04(a), (b), (c), (d) and (e) and Section 10.08 of the Indenture, that would result in an adjustment to the "Conversion Rate" (as defined in the Indenture) of the Convertible Notes; *provided* that in no event shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Rate" pursuant to the Excluded Provisions.
Extraordinary Events:	
Merger Events:	Notwithstanding Section 12.1(b) of the Equity Definitions, a "Merger Event" means the occurrence of any event or condition set forth in Section 10.05 of the Indenture.
Notice of Merger Consideration:	Upon the occurrence of a Merger Event that causes the Shares to be converted into or exchanged for more than a single type of consideration (determined based in part upon the form of election of the holders of the Shares), Counterparty shall promptly notify the Calculation Agent in writing of the types and amounts of consideration that holders of Shares have affirmatively elected to receive upon consummation of such Merger Event; *provided* that in no event shall the date of such notification be later than the date on which such Merger Event is consummated.
Consequences of Merger Events:	Notwithstanding Section 12.2 of the Equity Definitions (and, for the avoidance of doubt, in lieu of any adjustments or other consequences pursuant to such section), upon the occurrence of a Merger Event, with respect to any adjustment made or effective under the terms of the Indenture as a result of such Merger Event pursuant to Section 10.05 of the Indenture, the Calculation Agent shall make a corresponding adjustment in respect of such adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Options, the Option Entitlement and any other variable relevant to the exercise, settlement, payment or other terms of the Transaction, as applicable; *provided, however*, that such adjustment shall be made without regard to any adjustment to the "Conversion Rate" (as defined in the Indenture) for the issuance of additional shares as set forth in the Excluded Provisions.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the NASDAQ Global Select Market or the

	NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall thereafter be deemed to be the Exchange.
Additional Disruption Events:	
Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or public announcement of, the formal or informal interpretation" and (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Position"; and *provided further* that Dealer shall not exercise its rights under Section 12.9(b)(i) with respect to a Change in Law referred to in clause (Y) of Section 12.9(a)(ii) of the Equity Definitions except to the extent it is exercising its right to terminate or adjust transactions as a result of a "Change in Law" event with respect to other similarly situated customers. The parties agree that, for the avoidance of doubt, for purposes of Section 12.9(a)(ii) of the Equity Definitions, "any applicable law or regulation" shall include the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any rules and regulations promulgated thereunder and any similar law or regulation, and the consequences specified in Section 12.9(b)(i) of the Equity Definitions (as modified below) shall apply to any Change in Law arising from any such act, rule or regulation.
Failure to Deliver:	Not Applicable.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; *provided* that (i) Section 12.9(a)(v) of the Equity Definitions is hereby modified by inserting the following three sentences at the end of such Section: "Such inability described in phrases (A) or (B) above shall not constitute a "Hedging Disruption" unless (x) such inability does not result from factors particular to Hedging Party (such as Hedging Party's creditworthiness or financial position, or particular actions or transactions undertaken by the Hedging Party unrelated to the hedging of the Transaction) and (y) such inability will result in continued performance by the Hedging Party under the Transaction being commercially unreasonable or commercially impracticable. For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms." (ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".

Hedging Party:	Dealer or an affiliate of Dealer that is involved in the hedging of the Transaction for all applicable Additional Disruption Events.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.
Determining Party:	Dealer for all applicable Extraordinary Events.
Acknowledgments:	
Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.

3. **Mutual Representations, Warranties and Agreements**.

In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, each of Dealer and Counterparty represents and warrants to, and agrees with, the other party that:

(a) **Commodity Exchange Act.** It is an "eligible contract participant" within the meaning of Section 1a(12) of the U.S. Commodity Exchange Act, as amended (the "**CEA**"). The Transaction has been subject to individual negotiation by the parties. The Transaction has not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) **Securities Act.** It is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act.

(c) **ERISA.** The assets used in the Transaction (1) are not assets of any "plan" (as such term is defined in Section 4975 of the U.S. Internal Revenue Code (the "**Code**")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, and (2) do not constitute "plan assets" within the meaning of Department of Labor Regulation 2510.3-101, 29 CFR Section 2510-3-101

(d) **[Conduct Rules.** Each party acknowledges and agrees to be bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.]

4. **Representations, Warranties and Agreements of Counterparty**.

In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty further represents, warrants and agrees that:

(a) the representations and warranties of Counterparty set forth in Section 2 of the Purchase Agreement dated as of the Trade Date between Counterparty and Barclays Capital Inc., as representative of the initial purchasers (the "**Purchase Agreement**"), are true and correct and are hereby deemed to be repeated to Dealer as if set forth herein;

(b) Counterparty is not as of the Trade Date or the Premium Payment Date, and shall not be after giving effect to the transactions contemplated hereby, "insolvent" (as such term is defined in Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**")) and on each such date Counterparty would be able to purchase a number of Shares equal to the Number of Shares in compliance with the laws of the jurisdiction of Counterparty's incorporation or organization;

(c) Counterparty shall promptly provide written notice to Dealer upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default, a Potential Event of Default, a Potential Adjustment Event, a Merger Event or any other Extraordinary Event; *provided, however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer;

(d) Without limiting the generality of Section 3(a)(iii) of the Agreement, the Transaction will not violate Rule 13e-1 or Rule 13e-4 under the Exchange Act;

(e) Counterparty has (and shall at all times during the Transaction have) the capacity and authority to invest directly in the Shares underlying the Transaction and has not entered into the Transaction with the intent to avoid any regulatory filings;

(f) Counterparty's financial condition is such that it has no need for liquidity with respect to its investment in the Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness;

(g) Counterparty's investments in and liabilities in respect of the Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and Counterparty is able to bear any loss in connection with the Transaction, including the loss of its entire investment in the Transaction;

(h) Counterparty understands, agrees and acknowledges that Dealer has no obligation or intention to register the Transaction under the Securities Act, any state securities law or other applicable federal securities law;

(i) each of Counterparty's filings under the Securities Act, the Exchange Act, or other applicable securities laws that are required to be filed have been filed and that, as of the respective dates thereof and as of the date of this representation, such filings when considered as a whole (with the more recent such filings deemed to amend inconsistent statements contained in any earlier such filings) do not contain any misstatement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(j) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(k) Counterparty understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer or any governmental agency;

(l) (A) Counterparty is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) Counterparty is not relying on any communication (written or oral) of Dealer or any of its affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction) and (C) no communication (written or oral) received from Dealer or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction and (D) Counterparty has total assets of at least USD 50,000,000 as of the date hereof;

(m) without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(n) Counterparty is not entering into the Transaction for the purpose of (i) creating actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or (ii) raising or depressing or otherwise manipulating the price of, or facilitating a distribution of, the Shares (or any security convertible into or exchangeable for the Shares) or otherwise in violation of the Exchange Act;

(o) Counterparty has not entered into any obligation or undertaking that would contractually limit it from effecting Net Share Settlement under the Transaction and it agrees not to enter into any such obligation or undertaking that would contractually limit it from effecting settlement pursuant to the Relevant Settlement Method during the term of the Transaction;

(p) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Premium Payment Date and reasonably acceptable to Dealer in form and substance, with respect to the due incorporation, existence and good standing of Counterparty, the due authorization, execution and delivery of this Confirmation, and, in respect of the execution, delivery and performance of this Confirmation, the absence of any conflict with or breach of any material agreement required to be filed as an exhibit to Counterparty's Annual Report on Form 10-K, Counterparty's certificate of incorporation or Counterparty's by-laws, containing customary exceptions, assumptions and qualifications, in each case reasonably acceptable to Dealer;

(q) Counterparty is entering into the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction (a copy of which, and such other certificates as Dealer may reasonably request, Counterparty shall deliver to Dealer on or before the Trade Date) and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction; and

(r) No Pennsylvania state or local law, rule, regulation or regulatory order applicable to the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Dealer or its affiliates owning or holding (however defined) Shares in connection with Dealer' obligations under the Transaction, except as previously disclosed by Counterparty to Dealer.

5. **Other Provisions.**

(a) **Method of Delivery.** Whenever delivery of funds or other assets is required hereunder by or to Counterparty, such delivery shall be effected through Agent. In addition, all notices, demands and communications of any kind relating to the Transaction between Dealer and Counterparty may be transmitted exclusively through Agent.

(b) **Additional Termination Event.**

(i) If (A) an Amendment Event occurs, or (B) an "Event of Default" with respect to Counterparty under the terms of the Convertible Notes as set forth in Section 6.01 of the Indenture occurs and the Convertible Notes are declared immediately due and payable under the terms of the Indenture, an Additional Termination Event shall occur in respect of which (x) Counterparty shall be the sole Affected Party and the Transaction shall be the sole Affected Transaction and (y) Dealer shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

"**Amendment Event**" means that Counterparty amends, modifies, supplements or obtains a waiver with respect to (i) any term of the Indenture or the Convertible Notes governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion of the Convertible Notes (including changes to the conversion rate, conversion settlement dates or conversion conditions), or (ii) any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes to amend, in each case without the prior written consent of Dealer, such consent not to be unreasonably withheld.

(ii) Promptly (and in any event within five Scheduled Trading Days) following any Repayment Event, Counterparty may notify Dealer in writing of such Repayment Event and the number of Convertible Notes subject to such Repayment Event (any such notice, a "**Repayment Notice**"). Notwithstanding anything to the contrary in this Confirmation, the receipt by Dealer from Counterparty of (x) any Repayment Notice, within the applicable time period set forth in the preceding sentence, and (y) a written representation and warranty by Counterparty that, as of the date of such Repayment Notice, Counterparty is not in possession of any material non-public information regarding Counterparty or the Shares, shall constitute an Additional Termination Event as provided in this paragraph. Upon receipt of any such Repayment Notice and the related written representation and warranty, Dealer shall promptly designate an Exchange Business Day following receipt of such Repayment Notice (which Exchange Business Day shall be on or as promptly as reasonably practicable after the related repurchase settlement date for the relevant Repayment Event) as an Early Termination Date with respect to the portion of this Transaction corresponding to a number of Options (the "Repayment Options") equal to the lesser of (A) the number of such Convertible Notes specified in such Repayment Notice [minus the number of "Repurchase Options" (as defined in the Base Bond Hedge Transaction Confirmation), if any, that relate to such Convertible Notes] divided by the Applicable Percentage and (B) the Number of Options as of the date Dealer designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Repurchase Options. Any payment hereunder with respect to such termination shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Options equal to the number of Repayment Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event, (3) no adjustment to the "Conversion Rate" (as defined in the Indenture) for the Convertible Notes has occurred pursuant to any Excluded Provision, (4) the corresponding Convertible Notes remaining outstanding as if the circumstances related to the Repayment Event had not occurred, (4) the relevant Repayment Event and any conversions, adjustments, agreements, payments, deliveries or acquisitions by or on behalf of Counterparty leading thereto had not occurred, and (5) the terminated portion of the Transaction were the sole Affected Transaction.

"**Repayment Event**" means that (A) any Convertible Notes are repurchased (whether in connection with or as a result of a change of control, howsoever defined, or for any other reason) by Counterparty or any of its subsidiaries, (B) any Convertible Notes are delivered to Counterparty or any of its subsidiaries in exchange for delivery of any property or assets of Counterparty or any of its subsidiaries (howsoever described), (C) any principal of any of the Convertible Notes is repaid prior to the final maturity date of the Convertible Notes (whether following acceleration of the Convertible Notes or otherwise), or (D) any Convertible Notes are exchanged by or for the benefit of the holders thereof for any other securities of Counterparty or any of its affiliates (or any other property, or any combination thereof) pursuant to any exchange offer or similar transaction; *provided* that, in the case of clause (B) and clause (D), conversions of the Convertible Notes pursuant to the terms of the Indenture as in effect on the date hereof shall not be Repayment Events.

(iii) The receipt by Dealer from Counterparty, within the applicable time period set forth under "Notice of Exercise" above, of any Notice of Exercise in respect of the exercise of any Options that, according to such Notice of Exercise, relate to Convertible Notes that are Make-Whole Convertible Notes shall constitute an Additional Termination Event as provided in this paragraph. Upon receipt of any such Notice of Exercise, Dealer shall designate an Exchange Business Day prior to the related settlement date for such Convertible Notes as an Early Termination Date with respect to the portion of the Transaction corresponding to a number of Options (the "**Make-Whole Conversion Options**") equal to the lesser of (A) the number of Make-Whole Convertible Notes specified in such Notice of Exercise [*minus* the number of "Make-Whole Convertible Notes" (as defined in the Base Bond Hedge Transaction Confirmation), if any, that relate to such Convertible Notes], and (B) the Number of Options as of the date Dealer designates such Early Termination Date and, as of such date, the Number of Options shall be reduced by the number of Make-Whole Conversion Options. Any payment hereunder with respect to such termination (the "**Make-Whole Unwind Payment**") shall be calculated pursuant to Section 6 of the Agreement as if (1) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the number of Make-Whole Conversion Options, (2) Counterparty were the sole Affected Party with respect to such Additional Termination Event and (3) the terminated portion of the Transaction were the sole Affected Transaction (and, for the avoidance of doubt, in determining the amount payable pursuant to Section 6 of the Agreement, the Calculation Agent shall not take into account any adjustments to the Option Entitlement that result from corresponding adjustments to the Conversion Rate pursuant to the Excluded Provisions); *provided* that the amount of cash payable in respect of such early termination by Dealer to Counterparty (determined, for the avoidance doubt, without regard to the immediately following sentence or paragraph 5(n) below) shall not be greater than the product of (x) the Applicable Percentage and (y) the excess of (I)(1) the number of Make-Whole Conversion Options, multiplied by (2) the Conversion Rate (after taking into account any applicable adjustments to the Conversion Rate pursuant to the Excluded Provisions), multiplied by (3) the Applicable Limit Price on the Settlement Date for the Option, over (II) the aggregate principal amount of the related Make-Whole Convertible Notes, as determined by the Calculation Agent in good faith and in a commercially reasonable manner. Counterparty may irrevocably elect, if so designated in its Notice of Exercise to Dealer as set forth above, to receive the Make-Whole Unwind Payment in Shares, in which case, in lieu of making such Make-Whole Unwind Payment as set forth above, Dealer shall deliver to Counterparty, within a commercially reasonable period of time after such designation as determined by Dealer (taking into account existing liquidity conditions and Dealer's hedging and hedge unwind activity or settlement activity in connection with such delivery) a number of Shares equal to such Make-Whole Unwind Payment divided by a price per Share determined by the Calculation Agent in good faith and in a commercially reasonable manner.

(c) **Understanding and Acknowledgment.** Counterparty understands and acknowledges that notwithstanding any other relationship between Counterparty and Dealer (and Dealer's affiliates), in connection with the Transaction and any other over-the-counter derivative transaction between Counterparty and Dealer or Dealer's affiliates, Dealer or its affiliates, as the case may be, is acting as principal and is not a fiduciary or adviser to Counterparty in respect of any such transaction, including any entry into or exercise, amendment, unwind or termination thereof.

(d) **Dividends**. If at any time during the period from and including the Premium Payment Date, to but excluding the Expiration Date, (i) an ex-dividend date for a regular quarterly cash dividend occurs with respect to the Shares (an "**Ex-Dividend Date**"), and that dividend is less than the Regular Dividend on a per Share basis or (ii) if no Ex-Dividend date for a regular quarterly cash dividend occurs with respect to the Shares in any quarterly dividend period of Counterparty, then the Calculation Agent will make a corresponding adjustment to any one or more of the Strike Price, Number of Options, Option Entitlement and/or any other variable relevant to the exercise, settlement or payment for the Transaction to preserve the fair value of the Options to Dealer after taking into account such dividend or lack thereof. "**Regular Dividend**" shall mean USD 0.35 per Share per quarter. Upon any adjustment to the Dividend Threshold Amount (as defined in the Indenture) for the Convertible Notes pursuant to Section 10.04(d) or Section 10.05 of the Indenture, the Calculation Agent will make a corresponding adjustment to the Regular Dividend for the Transaction.

(e) **Repurchase Notices.** Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Options Equity Percentage as determined on such day is (i) equal to or greater than 9% and (ii) greater by 0.5% than the Options Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater than the Options Equity Percentage as of the Trade Date). The "**Options Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the product of the Number of Options in the aggregate and the Option Entitlement [under the Transaction and any other bond hedge transaction between the parties] and (B) the denominator of which is the number of Shares outstanding on such day. Counterparty agrees to indemnify and hold harmless Dealer and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer' hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider", including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person in respect of the foregoing, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent

the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (c) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(f) **Rule 10b-18.**

(i) Except as disclosed to Dealer in writing prior to the date on which the offering of the Convertible Notes was first announced, Counterparty represents and warrants to Dealer that it has not made any purchases of blocks by or for itself or any of its Affiliated Purchasers pursuant to the one block purchase per week exception in Rule 10b-18(b)(4) under the Exchange Act during each of the four calendar weeks preceding such date and the calendar week in which such date occurs ("**Rule 10b-18 purchase**," "**blocks**" and "**Affiliated Purchaser**" each as defined in Rule 10b-18 under the Exchange Act). Counterparty agrees and acknowledges that it shall not, and shall cause its affiliates and Affiliated Purchasers not to, directly or indirectly (including by means of a derivative instrument) enter into any transaction to purchase any Shares during the period beginning on such date and ending on the day on which Dealer has informed Counterparty in writing that it has completed all purchases of Shares to hedge initially its exposure to the Transaction; provided that the foregoing shall not apply to the Counterparty's repurchase of shares of common stock concurrently with the offering of Convertible Notes.

(ii) On any day during any Conversion Period, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer or with Dealer's prior written consent.

(iii) Counterparty agrees that it (A) will not, on any day during any Conversion Period, make, or permit to be made (to the extent within Counterparty's reasonable control), any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares; (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (i) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (ii) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date. Such written notice shall be deemed to be a certification by Counterparty to Dealer that such information is true and correct. In addition, Counterparty shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. "**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

(g) **Regulation M.** Counterparty represents and warrants to Dealer that (x) Counterparty (A) was not on the date on which the offering of the Convertible Notes was first announced, has not since such date, and is not on the date hereof, engaged in a "distribution", as such term is used in Regulation M under the Exchange Act ("**Regulation M")**, of any securities of Counterparty, other than the distribution of the Convertible Notes and (B) shall not engage in any "distribution," as such term is defined in Regulation M, of any securities of Counterparty other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following the Trade Date, and (y) Counterparty shall notify Dealer in writing of the start of a "restricted period", as defined in Regulation M, no later than the Scheduled Trading Day immediately before the start of any such restricted period, to the extent Counterparty is engaged in any "distribution," as such term is defined in Regulation M, of any securities of Counterparty other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, on any day during any Conversion Period.

(h) **Early Unwind.** In the event the sale of Convertible Notes is not consummated with the initial purchaser for any reason by the close of business in New York on June 3, 2019 (or such later date as agreed upon by the parties) (June 3, 2019 or such later date as agreed upon being the "**Early Unwind Date**"), the Transaction shall automatically terminate (the "**Early Unwind**"), on the Early Unwind Date and (i) the Transaction and all of the respective rights and obligations of Dealer and Counterparty under the Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with the Transaction either prior to or after the Early Unwind Date; *provided* that, except to the extent that the Early Unwind Date occurred as a result of a breach of the Purchase Agreement by Dealer or any of its affiliates, Counterparty shall reimburse Dealer for any costs or expenses (including market losses, unless Counterparty agrees to purchase any such Shares at the cost at which Dealer purchased such Shares) relating to the unwinding of its hedging activities in connection with the Transaction (including any loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position). The amount of any such reimbursement shall be determined by Dealer in its sole good faith discretion. Dealer shall notify Counterparty of such amount and Counterparty shall pay such amount in immediately available funds on the Early Unwind Date. Dealer and Counterparty represent and acknowledge to the other that, subject to the proviso included in this paragraph, upon an Early Unwind, all obligations with respect to the Transaction shall be deemed fully and finally discharged.

(i) **Transfer or Assignment.**

(i) Counterparty shall have the right to transfer or assign its rights and obligations hereunder with respect to all, but not less than all, of the Options hereunder (such Options, the "**Transfer Options**"); *provided* that such transfer or assignment shall be subject to reasonable conditions that Dealer may impose, including but not limited, to the following conditions:

(A) With respect to any Transfer Options, Counterparty shall not be released from its notice and indemnification obligations pursuant to paragraph 5(e) of this Confirmation, its registration obligations pursuant to paragraph 5(p) of this Confirmation, or its obligation to provide a Notice of Merger Consideration pursuant to paragraph 2 of this Confirmation;

(B) Any Transfer Options shall only be transferred or assigned to a third party that is a United States person (as defined in the Code);

(C) Such transfer or assignment shall be effected on terms, including any reasonable undertakings by such third party (including, but not limited to, an undertaking with respect to compliance with applicable securities laws in a manner that, in the reasonable judgment of Dealer, will not expose Dealer to material risks under applicable securities laws) and execution of any documentation and delivery of legal opinions with respect to securities laws and other matters by such third party and Counterparty, as are requested and reasonably satisfactory to Dealer;

(D) Dealer will not, as a result of such transfer and assignment, be required to pay the transferee on any payment date an amount under Section 2(d)(i)(4) of the Agreement greater than an amount that Dealer would have been required to pay to Counterparty in the absence of such transfer and assignment except to the extent that the greater amount is due to a Change in Tax Law after the date of such transfer or assignment;

(E) An Event of Default, Potential Event of Default or Termination Event will not occur as a result of such transfer and assignment;

(F) Without limiting the generality of clause (B), Counterparty shall cause the transferee to make such Payee Tax Representations and to provide such tax documentation as may be reasonably requested by Dealer to permit Dealer to determine that results described in clauses (D) and (E) will not occur upon or after such transfer and assignment; and

(G) Counterparty shall be responsible for all commercially reasonable costs and expenses, including commercially reasonable counsel fees, incurred by Dealer in connection with such transfer or assignment.

(ii) Notwithstanding any provision of the Agreement to the contrary, Dealer may, subject to applicable law, freely transfer and assign all of its rights and obligations under the Transaction or the Agreement without the consent of Counterparty, (x) to any of its affiliates and (y) solely to the extent required to

eliminate an Excess Ownership Position as provided in the immediately succeeding sentence, to any affiliate and/or any other recognized dealer in transactions such as the Transaction, where in the case of both clauses (x) and (y), the assignee shall have a rating (or whose guarantor shall have a rating) for its long term, unsecured and unsubordinated indebtedness of A- or better by Standard & Poor's Ratings Services or its successor ("**S&P**"), or A3 or better by Moody's Investors Service, Inc. or its successor ("**Moody's**") or, if either S&P or Moody's ceases to rate such debt, at least an equivalent rating or better by a substitute rating agency mutually agreed by Counterparty and Dealer; *provided* that either (1) the transferee in any such Transfer is a "dealer in securities" within the meaning of Section 475(c)(1) of the Code or (2) the Transfer does not result in a deemed exchange by Counterparty within the meaning of Section 1001 of the Code *provided further* that Counterparty will not, as a result of such transfer and/or assignment, be required under the Agreement or this Confirmation to (i) pay to the transferee or assignee an amount greater than the amount that it would have been required to pay to Dealer in the absence of such transfer or assignment or (ii) receive from the transferee or assignee an amount less than the amount that Counterparty would have received from Dealer in the absence of such transfer or assignment, in each case based on the circumstances in effect on the date of such transfer. Dealer shall provide Counterparty with written notice of any assignment.

If at any time at which (1) the Equity Percentage exceeds 9.0% or (2) Dealer, Dealer Group (as defined below) or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "**Dealer Person**") under any relevant state corporate law or state or federal bank holding company or banking laws, or other federal, state or local laws, regulations, regulatory orders or organizational documents or contracts of Counterparty that are applicable to ownership of Shares ("**Applicable Laws**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person or could result in an adverse effect on a Dealer Person, as determined by Dealer in its reasonable discretion, under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1.0% of the number of Shares outstanding on the date of determination (either such condition described in clause (1) or (2), an "**Excess Ownership Position**") and Dealer is unable, after commercially reasonable efforts, to effect a transfer or assignment on pricing terms and within a time period reasonably acceptable to it of all or a portion of the Transaction pursuant to the preceding sentence such that an Excess Ownership Position no longer exists, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of the Transaction, such that an Excess Ownership Position no longer exists. In the event that Dealer so designates an Early Termination Date with respect to a portion of the Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (x) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Options equal to the Terminated Portion, (y) Counterparty shall be the sole Affected Party with respect to such partial termination and (z) such Transaction shall be the only Terminated Transaction (and, for the avoidance of doubt, the provisions of paragraph 5(n) shall apply to any amount that is payable by Dealer to Counterparty pursuant to this sentence). The "**Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates subject to aggregation with Dealer, for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer ("**Dealer Group**"), beneficially

own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day. Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Dealer' obligations in respect of the Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty to the extent of any such performance.

(j) **Staggered Settlement.** Dealer may, by notice to Counterparty on or prior to any Settlement Date (a "**Nominal Settlement Date**"), elect to deliver the Shares deliverable on such Nominal Settlement Date on two or more dates (each, a "**Staggered Settlement Date**") or at two or more times on the Nominal Settlement Date as follows: (i) in such notice, Dealer will specify to Counterparty the related Staggered Settlement Dates (each of which will be on or prior to such Nominal Settlement Date, but not prior to the beginning of the related Conversion Period or delivery times and how it will allocate the Shares it is required to deliver under "Net Share Settlement" above among the Staggered Settlement Dates or delivery times; and (ii) the aggregate number of Shares that Dealer will deliver to Counterparty hereunder on all such Staggered Settlement Dates and delivery times will equal the number of Shares that Dealer would otherwise be required to deliver on such Nominal Settlement Date.

(k) **[Role of Agent.** Each of Dealer and Counterparty acknowledges to and agrees with the other party hereto and to and with the Agent that (i) the Agent is acting as agent for Dealer under the Transaction pursuant to instructions from such party, (ii) the Agent is not a principal or party to the Transaction, and may transfer its rights and obligations with respect to the Transaction, (iii) the Agent shall have no responsibility, obligation or liability, by way of issuance, guaranty, endorsement or otherwise in any manner with respect to the performance of either party under the Transaction, (iv) Dealer and the Agent have not given, and Counterparty is not relying (for purposes of making any investment decision or otherwise) upon, any statements, opinions or representations (whether written or oral) of Dealer or the Agent, other than the representations expressly set forth in this Confirmation or the Agreement, and (v) each party agrees to proceed solely against the other party, and not the Agent, to collect or recover any money or securities owed to it in connection with the Transaction. Each party hereto acknowledges and agrees that the Agent is an intended third party beneficiary hereunder. Counterparty acknowledges that the Agent is an affiliate of Dealer. Dealer will be acting for its own account in respect of this Confirmation and the Transaction contemplated hereunder.][5]

(l) **Regulatory Provisions.** The time of dealing for the Transaction will be confirmed by Dealer upon written request by Counterparty. The Agent will furnish to Counterparty upon written request a statement as to the source and amount of any remuneration received or to be received by the Agent in connection with the Transaction.

(m) **No Setoff.** Obligations under the Transaction shall not be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against obligations under the Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff, netting or recoupment, *provided* that both parties agree that subparagraph (ii) of Section 2(c) of the Agreement shall apply to the Transaction.

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5 Dealer to provide own Agent language as necessary.

(n) **Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events.** If Dealer owes Counterparty any amount in connection with the Transaction (i) pursuant to Sections 12.2, 12.3 (and "Consequences of Merger Events" above), 12.6, 12.7 or 12.9 of the Equity Definitions or (ii) pursuant to Section 6(d)(ii) of the Agreement (a "**Payment Obligation**"), Dealer shall satisfy any such Payment Obligation by delivery of Termination Delivery Units (as defined below) unless Counterparty elects for Dealer to satisfy such Payment Obligation by delivery of cash by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, no later than noon New York time on the Early Termination Date or other date the Transaction is cancelled or terminated, as applicable, where such notice shall include a representation and warranty from Counterparty that it is not, as of the date of the telephonic notice and the date of such written notice, aware of any material non-public information concerning itself or the Shares (where "material" shall have the meaning set forth in paragraph 5(t) below); *provided* that Dealer shall have the right, in its sole discretion and notwithstanding any election by Counterparty to the contrary, to elect to satisfy any such Payment Obligation (x) by delivery of Termination Delivery Units in any event or (y) by delivery of cash in the event of (i) an Insolvency, a Nationalization or a Merger Event, in each case, in which the consideration or proceeds to be paid to holders of Shares consists solely of cash or (ii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, which Event of Default or Termination Event resulted from an event or events within Counterparty's control. Where Dealer is required to deliver Termination Delivery Units, Dealer shall deliver to Counterparty a number of Termination Delivery Units having a fair market value (net of any brokerage and underwriting commissions and fees, including any customary private placement fees) equal to the amount of such Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such Payment Obligation). If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (modified as described above) and 9.12 of the Equity Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units." "**Termination Delivery Units**" means in the case of a Termination Event, Event of Default, Additional Disruption Event or Delisting, one Share or, in the case of Nationalization, Insolvency or Merger Event, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency or Merger Event; *provided* that if such Nationalization, Insolvency or Merger Event involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(o) **No Collateral.** Notwithstanding any provision of this Confirmation, the Agreement, Equity Definitions, or any other agreement between the parties to the contrary, the obligations of Counterparty under the Transaction are not secured by any collateral.

(p) **Registration.** Counterparty hereby agrees that if, in the good faith reasonable judgment of Dealer, the Shares ("**Hedge Shares**") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction cannot be sold in the public market by Dealer without registration under the Securities Act, Counterparty shall, at its election, either (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer, substantially in the

form of an underwriting agreement for a registered offering, (B) provide accountant's "comfort" letters customary in form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities; *provided*, *however*, that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or clause (iii) of this paragraph shall apply at the election of Counterparty, (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into and comply with a private placement agreement substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance satisfactory to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement), or (iii) purchase the Hedge Shares from Dealer at the closing price on such Exchange Business Days, and in the amounts, requested by Dealer.

(q) **Tax Disclosure.** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

(r) **Status of Claims in Bankruptcy.** Dealer acknowledges and agrees that this Confirmation is not intended to convey to Dealer rights with respect to the Transaction that are senior to the claims of common stockholders of Counterparty in any U.S. bankruptcy proceedings of Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to the Transaction except in any U.S. bankruptcy proceedings of Counterparty; *provided*, *further*, that nothing in this paragraph shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transaction.

(s) **Securities Contract.** The parties hereto agree and acknowledge that Dealer is one or more of a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101(22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge (A) that this Confirmation is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment" (as such term is defined in Section 741(8) of the Bankruptcy Code) or a "transfer" within the meaning of Section 546 of the Bankruptcy Code and (B) that Dealer is entitled to the protections afforded by, among other sections, Section 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 548 (d)(2), 555 and 561 of the Bankruptcy Code.

(t) **No Material Non-Public Information.** On each day during the period beginning on the date on which the offering of the Convertible Notes was first announced and ending on the day on which Dealer has informed Counterparty in writing that Dealer has completed all purchases of Shares or other transactions to hedge initially its exposure with respect to the Transaction, Counterparty represents and warrants to Dealer that it is not aware of any material non-public information concerning itself or the Shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold Shares.

(u) **Right to Extend.** Dealer may postpone any Potential Exercise Date or postpone or extend any other date of valuation or delivery with respect to some or all of the relevant Options as applicable (in which event the Calculation Agent shall make appropriate adjustments to the Settlement Amount for such Options), if Dealer determines, in its reasonable discretion based on the advice of counsel to Dealer, that such postponement or extension is reasonably necessary or appropriate to preserve Dealer's or its affiliate's hedging or hedge unwind activity hereunder in light of existing liquidity conditions or to enable Dealer or its affiliate to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer or such affiliate were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer and/or such affiliate, provided that such requirements, policies and procedures are generally applicable in similar situations and applied to the Transaction in a non-discriminatory manner; provided that in no event shall Dealer have the right to so postpone or add any Trading Day(s) or any such other date beyond the 100th Trading Day immediately following the last Trading Day of the relevant Conversion Period.

(v) **Wall Street Transparency and Accountability Act of 2010.** The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "**WSTAA**"), (ii) any similar legal certainty provision included in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of the WSTAA or any regulation under the WSTAA, (iv) any requirement under the WSTAA or (v) any amendment made by the WSTAA shall limit or otherwise impair either party's right to terminate, renegotiate, modify, amend or supplement this Confirmation, any Transaction hereunder or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event under this Confirmation, the Equity Definitions or the Agreement (including, but not limited to, any right arising from any Change in Law, Insolvency Filing, Hedging Disruption or Illegality (as defined in the Agreement)).

(w) **Governing Law.** This Confirmation and the Agreement, and any claims, causes of action or disputes arising hereunder or thereunder or relating hereto or thereto, shall be governed by the laws of the State of New York (without reference to choice of law doctrine that would lead to the application of the laws of any jurisdiction other than New York).

(x) **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(y) **Submission to Jurisdiction.** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

(z) **Amendments to Equity Definitions.**

(i) Section 12.9(b)(i) of the Equity Definitions is hereby amended by (1) replacing "either party may elect" with "Dealer may elect" and (2) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.

(ii) Section 12.7(b) of the Equity Definitions is hereby amended by deleting the words "(and in any event within five Exchange Business Days) by the parties after" appearing after the words "agreed promptly" and replacing with the words "by the parties on or prior to".

(aa) **Counterparts.** This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(bb) **[2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** The parties agree that the terms of the 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by ISDA on July 19, 2013 ("**Protocol**") apply to the Agreement as if the parties had adhered to the Protocol without amendment. In respect of the Attachment to the Protocol, (i) the definition of "Adherence Letter" shall be deemed to be deleted and references to "Adherence Letter" shall be deemed to be to this section (and references to "such party's Adherence Letter" and "its Adherence Letter" shall be read accordingly), (ii) references to "adheres to the Protocol" shall be deemed to be "enters into this Agreement", (iii) references to "Protocol Covered Agreement" shall be deemed to be references to this Agreement (and each "Protocol Covered Agreement" shall be read accordingly), and (iv) references to "Implementation Date" shall be deemed to be references to the date of this Agreement. For the purposes of this section:

1. Dealer is a Portfolio Data Sending Entity and Counterparty is a Portfolio Data Receiving Entity;

2. Dealer and Counterparty may use a Third Party Service Provider, and each of Dealer and Counterparty consents to such use including the communication of the relevant data in relation to Dealer and Counterparty to such Third Party Service Provider for the purposes of the reconciliation services provided by such entity.

3. The Local Business Days for such purposes in relation to Dealer and Counterparty is New York, New York, USA.

4. The following are the applicable email addresses.

Portfolio Data:	Dealer: [e-mail address]
	Counterparty: [e-mail address]
Notice of discrepancy:	Dealer: [e-mail address]
	Counterparty: [e-mail address]
Dispute Notice:	Dealer: [e-mail address]
	Counterparty: [e-mail address]][6]

6 Dealer to advise.

(cc) **NFC Representation Protocol**. The parties agree that the provisions set out in the Attachment to the ISDA 2013 EMIR NFC Representation Protocol published by ISDA on March 8, 2013 (the "**NFC Representation Protocol**") shall apply to the Agreement as if each party were an Adhering Party under the terms of the NFC Representation Protocol. In respect of the Attachment to the Protocol, (i) the definition of "Adherence Letter" shall be deemed to be deleted and references to "Adherence Letter" shall be deemed to be to this section (and references to "the relevant Adherence Letter" and "its Adherence Letter" shall be read accordingly), (ii) references to "adheres to the Protocol" shall be deemed to be "enters into this Agreement", (iii) references to "Covered Master Agreement" shall be deemed to be references to this Agreement (and each "Covered Master Agreement" shall be read accordingly), and (iv) references to "Implementation Date" shall be deemed to be references to the date of this Agreement. Counterparty confirms that it enters into this Agreement as a party making the NFC Representation (as such term is defined in the NFC Representation Protocol). Counterparty shall promptly notify Dealer of any change to its status as a party making the NFC Representation.]

(dd) **Part 2(b) of the ISDA Schedule – Payee Representation:**

For the purpose of Section 3(f) of this Agreement, Counterparty makes the following representation to Dealer:

Counterparty is a corporation established under the laws of the State of Pennsylvania and is a U.S. person (as that term is defined in Section 7701(a)(30) of the Code).

For the purpose of Section 3(f) of this Agreement, Dealer makes the following representation to Counterparty:

It is a "U.S. person" (as that term is used in Section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

[OR IF DEALER IS NON-US

(A) It is a "foreign person" (as that term is used in Section 1.6041-4(a)(4) of the United States Treasury Regulations) for U.S. federal income tax purposes and

(B) Each payment received or to be received by it in connection with this Confirmation will be effectively connected with its conduct of a trade or business in the United States.]

(ee) **Part 3(a) of the ISDA Schedule – Tax Forms:**

For purposes of Section 4(a)(i) of the Agreement, each party shall provide to the other party a valid United States Internal Revenue Service Form W-9 (or successor thereto), (i) on or before the date of execution of this Confirmation and (ii) promptly upon learning that any such tax form previously provided by it has become inaccurate or incorrect. Additionally, each party shall, promptly upon request by the other party, provide such other tax forms and documents reasonably requested by the other party.

[OR IF DEALER IS NON-US

For purposes of Section 4(a)(i) of the Agreement, Counterparty shall provide to the Dealer a valid United States Internal Revenue Service Form W-9 (or successor thereto) and Dealer shall provide to Counterparty a valid United States Internal Revenue Service Form W-8ECI (or successor thereto), (i) on or before the date of execution of this Confirmation and (ii) promptly upon learning that any such tax form previously provided by it has become inaccurate or incorrect. Additionally, each party shall, promptly upon request by the other party, provide such other tax forms and documents reasonably requested by the other party.]

(ff) **Withholding Tax Imposed on Payments to Non-US Counterparties under the United States Foreign Account Tax Compliance Act .** "Tax" and "Indemnifiable Tax," each as defined in Section 14 of the Agreement, shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a " **FATCA Withholding Tax** "). For the avoidance of doubt, a Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(gg) **HIRE Act.** "Tax" and "Indemnifiable Tax", each as defined in Section 14 of the Agreement, shall not include any tax imposed on payments treated as dividends from sources within the United States under Section 871(m) of the Code or any regulations issued thereunder (a "Section 871(m) Withholding Tax"). For the avoidance of doubt, a Section 871(m) Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(hh) **Additional ISDA Schedule Terms**

Automatic Early Termination. The "Automatic Early Termination" provision of Section 6(a) of the Agreement will not apply to Dealer and will not apply to Counterparty.

(ii) **Consent to Recording**. Each party (i) consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, (ii) waives any further notice of such monitoring or recording, and (iii) agrees to notify (and, if required by law, obtain the consent of) its officers and employees with respect to such monitoring or recording. Any such recording may be submitted in evidence to any court or in any Proceeding for the purpose of establishing any matters pertinent to the Transaction.

(iii) **Severability**. In the event any one or more of the provisions contained in this Confirmation or the Agreement shall be held illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

6. **Account Details:**

(a) Account for payments to Counterparty:

Wells Fargo Trust & Custody
ABA: 121000248
Acct: Trust Wire Clearing
Acct No.: 0000840245
FFC: InterDigital, Inc.; 26266300

Account for delivery of Shares to Counterparty:

To be provided by Counterparty.

(b) Account for payments to Dealer:

Bank: [ ]
ABA# [ ]
BIC: [ ]
Acct: [ ]
Beneficiary: [ ]
Ref: [ ][7]

7. **Offices:**

The Office of Counterparty for the Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

The Office of Dealer for the Transaction is: Inapplicable, Dealer is not a Multibranch Party.

8. **Notices:**

For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

InterDigital, Inc.
200 Bellevue Parkway, Suite 300,
Wilmington, Delaware 19809-3727
Attention: Richard Brezski
Telephone: (+1) 302.281.3621
Facsimile: (+1) 302-281-3761

with a copy to:

InterDigital, Inc.
200 Bellevue Parkway, Suite 300,
Wilmington, Delaware 19809-3727
Attention: Jannie Lau
Telephone: (+1) 302.281.3614
Facsimile: (+1) 302-281-3763

(b) Address for notices or communications to Dealer:

[ ].
[ ]
[ ]
Attention: [ ]
Telephone: [ ]
Facsimile: [ ]

with a copy to:

[ ].
[ ]
[ ]
Attention: [ ]
Telephone: [ ]
Facsimile: [ ]

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7 Dealer to confirm.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Dealer a facsimile of the fullyexecuted Confirmation to Dealer. Originals shall be provided for your execution upon your request.

Very truly yours,

[DEALER]

acting solely as Agent in connection with the Transaction

By: _____
Name: [ ]
Title: Authorized Signatory

Accepted and confirmed as of the Trade Date:

INTERDIGITAL, INC.

By: _____
Name:
Title:

SCHEDULE A

For purposes of the Transaction, the following terms shall have the following values/meanings:

Strike Price:	[ ]
Premium:	[ ]

(Back To Top)

Section 5: EX-10.3 (EX-10.3)

Exhibit 10.3

THE SECURITIES REPRESENTED HEREBY (THE "**WARRANTS**") WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE WARRANTS MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF.

[Dealer Address][1]

DATE:	May 29, 2019
TO:	InterDigital, Inc.
ATTENTION:	Richard Brezski
TELEPHONE:	(+1) 302.281.3621
FACSIMILE:	(+1) 302-281-3761
FROM:	[[_____]
ATTENTION:	[_____]
TELEPHONE:	[_____]
FACSIMILE:	[_____]
SUBJECT:	Warrant Transaction][2]

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction entered into between [Dealer] ("**Dealer**")[, through its agent [Agent] (the "**Agent**"),][3] and InterDigital, Inc. ("**Counterparty**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "Confirmation" as referred to in the Agreement specified below. [Dealer is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Dealer is not a member of the Securities Investor Protection Corporation ("**SIPC**").][4]

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**"), as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), are incorporated into this Confirmation. For purposes of the Equity Definitions, the Transaction shall be deemed to be a Share Option Transaction, and each reference herein to a Warrant shall be deemed to be a reference to a Call or an Option, as context requires. Any reference to a currency shall have the meaning contained in Section 1.7 of the 2006 ISDA Definitions as published by ISDA.

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1 Dealer to confirm.
2 Dealer to provide.
3 To be updated for each Dealer counterparty.
4 To be updated for each Dealer counterparty.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into the Transaction to which this Confirmation relates on the terms and conditions set forth below.

1. This Confirmation, together with the Agreement as defined below, evidence a complete and binding agreement between Dealer and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall be subject to an agreement (the "**Agreement**") in the form of the 2002 ISDA Master Agreement as if Dealer and Counterparty had executed an agreement in such form on the date hereof (but without any Schedule except for (i) the election of US Dollars ("**USD**") as the Termination Currency, and (ii) (a) the election that the "Cross Default" provisions of Section 5(a)(vi) of the Agreement shall apply to Counterparty and Dealer with a "Threshold Amount" of USD25,000,000, in the case of Counterparty, and three percent of the shareholders' equity of [Name of Dealer's Parent], in the case of Dealer, (b) the phrase "or becoming capable at such time of being declared" shall be deleted from clause (1) of such Section 5(a)(vi), and (c) the following language shall be added to the end thereof: "Notwithstanding the foregoing, a default under subsection (2) hereof shall not constitute an Event of Default if (x) the default was caused solely by error or omission of an administrative or operational nature; (y) funds were available to enable the party to make the payment when due; and (z) the payment is made within two Local Business Days of such party's receipt of written notice of its failure to pay."). In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; and (iii) the Agreement. The parties hereby agree that no Transaction other than the Transaction to which this Confirmation relates shall be governed by the Agreement.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

Trade Date:	May 29, 2019.
Components:	The Transaction will be divided into individual Components, each with the terms set forth in this Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in this Confirmation. The valuation and exercise of the Transaction and the payments and deliveries to be made upon settlement of the Transaction will be determined separately for each Component as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European.
Warrant Type:	Call.
Seller:	Counterparty.
Buyer:	Dealer.
Shares:	The common stock, par value USD0.01 per share, of Counterparty (Ticker symbol "IDCC").
Number of Warrants:	For each Component of the Transaction, as provided in Schedule B to this Confirmation.
Warrant Entitlement:	One Share per Warrant.
Strike Price:	As provided in Schedule A to this Confirmation.

Premium:	As provided in Schedule A to this Confirmation.
Premium Payment Date:	June 3, 2019.
Exchange:	The NASDAQ Global Select Market
Related Exchange(s):	All Exchanges.
Calculation Agent:	Dealer. All determinations made by the Calculation Agent shall be made in good faith and in a commercially reasonable manner. Following any determination or calculation by the Calculation Agent hereunder, upon a written request by Counterparty, the Calculation Agent will provide to Counterparty by e-mail to the e-mail address provided by Counterparty in such written request a report (in a commonly used file format for the storage and manipulation of financial data) displaying in reasonable detail such determination or calculation, including, where applicable, a description of the methodology and data applied, it being understood that the Calculation Agent shall not be obligated to disclose any proprietary models or other proprietary or confidential information used by it for such determination or calculation.
Procedures for Exercise: *In respect of any Component*	
Expiration Time:	The Valuation Time.
Expiration Date(s):	As provided in Schedule B to this Confirmation (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); *provided* that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of the Transaction hereunder; and *provided further* that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent shall have the right to elect, in its sole discretion, that the Final Disruption Date shall be the Expiration Date (irrespective of whether such date is a Disrupted Day or an Expiration Date in respect of any other Component for the Transaction) and the Settlement Price for the Final Disruption Date shall be determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Equity Definitions, if a Market Disruption Event occurs on any Expiration Date, (i) the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case the Calculation Agent shall make adjustments to the number of Warrants for the relevant Component for which such day shall be the Expiration Date and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Settlement Price for such Disrupted Day may be adjusted by the Calculation Agent as appropriate on the basis of the nature and duration of the relevant Market Disruption Event. Any day on which the Exchange is scheduled as of the Trade Date to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Equity Definitions shall not apply to any Valuation Date occurring on an Expiration Date.

Final Disruption Date:	As provided in Schedule A to this Confirmation.
Automatic Exercise:	Applicable; *provided* that Section 3.4(a) of the Equity Definitions shall apply as if Cash Settlement applied.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions shall be amended by deleting the words "at any time during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" and replacing them with the words "at any time during the regular trading session on the Exchange, without regard to after hours or any other trading outside of the regular trading session hours", by amending and restating clause (a)(iii) thereof in its entirety to read as follows: "(iii) an Early Closure that the Calculation Agent determines is material" and by adding the words ", (iv) a Regulatory Disruption or (v) a Liquidity Event" after clause (a)(iii) as restated above.
Market Disruption Event:	Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	A "Regulatory Disruption" shall occur if Dealer determines in its reasonable discretion that it is appropriate in light of legal, regulatory or self-regulatory requirements or related policies or procedures for Dealer to refrain from all or any part of the market activity in which it would otherwise engage in connection with the Transaction.
Liquidity Event:	A "Liquidity Event" shall occur if on any day the trading volume or liquidity of trading in the Shares is materially reduced from levels prevailing on the Trade Date and the Calculation Agent determines in its commercially reasonable discretion that as a result it would be appropriate to treat such day as a Disrupted Day or a partially Disrupted Day.
Disrupted Day:	The definition of "Disrupted Day" in Section 6.4 of the Equity Definitions shall be amended by adding the following sentence after the first sentence: "A Scheduled Trading Day on which a Related Exchange fails to open during its regular trading session will not be a Disrupted Day if the Calculation Agent determines that such failure will not have a material impact on Dealer's ability to engage in or unwind any hedging transactions related to the Transaction."
Valuation:	
In respect of any Component	
Valuation Time:	Scheduled Closing Time; *provided* that if the principal trading session is extended, the Calculation Agent shall determine the Valuation Time in its reasonable discretion.
Valuation Date:	The Expiration Date.

Settlement Terms:

In respect of any Component

Settlement Method Election: Applicable; *provided* that:

(i) references to "Physical Settlement" in Section 7.1 of the Equity Definitions shall be replaced by references to "Net Share Settlement";

(ii) Counterparty may elect Cash Settlement only if, on or prior to the Settlement Method Election Date, Counterparty delivers written notice to Dealer stating that Counterparty has elected that Cash Settlement apply with respect to every Component of the Transaction; and

(iii) on such notice delivery date, Counterparty shall represent and warrant to Dealer in writing that, as of such notice delivery date:

(A) none of Counterparty and its officers or directors, or any person that controls Counterparty's decision to elect Cash Settlement is aware of any material non-public information regarding Counterparty or the Shares,

(B) Counterparty is electing Cash Settlement in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws,

(C) the assets of Counterparty at their fair valuation exceed the liabilities of Counterparty (including contingent liabilities),

(D) the capital of Counterparty is adequate to conduct the business of Counterparty,

(E) Counterparty has the ability to pay its debts and obligations as such debts mature and does not intend to incur debt beyond its ability to pay as such debts mature,

(F) Counterparty has the power to make such election and to execute and deliver any documentation relating to such election that it is required by this Confirmation to deliver and to perform its obligations under this Confirmation and has taken all necessary action to authorize such election, execution, delivery and performance;

(G) such election and performance of its obligations under this Confirmation do not violate or conflict with any (1) law applicable to it, (2) any provision of its constitutional documents, or (3) any order or judgment of any court or other agency of government applicable to it, except, in the cases of clauses (1) and (3), as would not reasonably be expected to have a material adverse effect on Counterparty and its subsidiaries, considered as a whole; and

(H) any transaction that Dealer makes with respect to the Shares during the period beginning at the time that Counterparty delivers notice of its Cash Settlement election and ending at the close of business on the last Expiration Date shall be made by Dealer at Dealer's sole discretion for Dealer's own account and Counterparty shall not have, and shall not attempt to exercise, any influence over

	how, when, whether or at what price Dealer effects such transactions, including, without limitation, the prices paid or received by Dealer per Share pursuant to such transactions, or whether such transactions are made on any securities exchange or privately. At any time prior to making a Settlement Method Election, Counterparty may, without the consent of Dealer, amend this Confirmation by notice to Dealer to eliminate Counterparty's right to elect Cash Settlement.
Electing Party:	Counterparty
Settlement Method Election Date:	The second Scheduled Trading Day immediately preceding the scheduled First Expiration Date.
Default Settlement Method:	Net Share Settlement.
Net Share Settlement:	If Net Share Settlement is applicable, then on each Settlement Date, Counterparty shall deliver to Dealer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Dealer, and cash in lieu of any fractional shares valued at the Settlement Price for the Valuation Date corresponding to such Settlement Date. If, in the good faith reasonable judgment of Dealer, the Shares deliverable hereunder would not be immediately freely transferable by Dealer under Rule 144 (or any successor provision, collectively, "**Rule 144**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), then Dealer may elect to either (x) accept delivery of such Shares notwithstanding the fact that such Shares are not freely transferable by Dealer under Rule 144 or (y) require that such delivery take place pursuant to paragraph 5(m) below.
Net Share Amount:	The Option Cash Settlement Amount *divided by* the Settlement Price, each determined as if Cash Settlement applied.
Option Cash Settlement Amount:	For any Exercise Date, the product of (i) the number of Warrants exercised or deemed exercised on such Exercise Date, (ii) the Warrant Entitlement and (iii) the excess of the Settlement Price on the Valuation Date occurring in respect of such Exercise Date over the Strike Price (or, if there is no such excess, zero).
Settlement Currency:	USD
Settlement Price:	On any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "IDCC <equity> AQR" (or any successor thereto) in respect of the period from the scheduled opening time of the Exchange to the Scheduled Closing Time on such Valuation Date (or if such volume-weighted average price is unavailable or is manifestly incorrect, the market value of one Share on such Valuation Date, as determined by the Calculation Agent).
Settlement Date(s):	As determined in reference to Section 9.4 of the Equity Definitions, subject to paragraph 5(k)(i) hereof.

Other Provisions Applicable to Net Share Settlement:	The provisions of Sections 9.1(c), 9.4 (except that "Settlement Date" shall be as defined above, unless a Settlement Disruption Event prevents delivery of such Shares on that date), 9.8, 9.9, 9.10, 9.11(as modified herein), 9.12 and 10.5 of the Equity Definitions will be applicable, as if "Physical Settlement" applied to the Transaction.
Representation and Agreement:	Notwithstanding Section 9.11 of the Equity Definitions, the parties acknowledge that any Shares delivered to Dealer may be, upon delivery, subject to restrictions and limitations arising from Counterparty's status as issuer of the Shares under applicable securities laws as a result of the fact that Counterparty is the issuer of the Shares.
Cash Settlement:	If Cash Settlement is applicable, then on the relevant Cash Settlement Payment Date, Counterparty shall pay to Dealer an amount of cash in USD equal to the Net Share Settlement Amount for such Cash Settlement Payment Date.
Dividends:	
Dividend Adjustments:	If at any time during the period from but excluding the Trade Date, to and including the final Expiration Date an ex-dividend date for a cash dividend occurs with respect to the Shares and that dividend differs from the Regular Dividend on a per Share basis, then the Calculation Agent may adjust the Strike Price, the Number of Warrants and/or the Warrant Entitlement to extent appropriate preserve the fair value of the Warrants to Dealer after giving effect to such dividend.
Regular Dividend:	USD0.35 per Share per regular quarterly dividend period of the Issuer.
Adjustments:	
Method of Adjustment:	Calculation Agent Adjustment; *provided* that the Equity Definitions shall be amended by replacing the words "diluting or concentrative" in Sections 11.2(a), 11.2(c) (in two instances) and 11.2(e)(vii) with the word "material" and by adding the words "or the Transaction" after the words "theoretical value of the relevant Shares" in Section 11.2(a), 11.2(c) and 11.2(e)(vii); *provided, further* that adjustments may be made to account for changes in volatility, expected dividends, stock loan rate and liquidity relative to the relevant Shares.
Extraordinary Events:	
New Shares:	Section 12.1(i) of the Equity Definitions is hereby amended by deleting the text in clause (i) in its entirety and replacing it with the phrase "publicly quoted, traded or listed on any of the New York Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors)".
Share-for-Share:	The definition of "Share-for-Share" set forth in Section 12.1(f) of the Equity Definitions is hereby amended by the deletion of the parenthetical in clause (i) thereof.

Consequence of Merger Events:

Merger Event:	Applicable; *provided* that if an event occurs that constitutes both a Merger Event under Section 12.1(b) of the Equity Definitions and Additional Termination Event under paragraph 5(g)(i) of this Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.2 of the Equity Definitions or paragraph 5(g)(i) will apply.
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Cancellation and Payment (Calculation Agent Determination).
Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination); *provided* that Dealer may elect Component Adjustment.

Consequence of Tender Offers:

Tender Offer:	Applicable; *provided* that if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Equity Definitions and Additional Termination Event under paragraph 5(g)(i) of this Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Equity Definitions or paragraph 5(g)(i) will apply; *provided further* that the definition of "Tender Offer" in Section 12.1(d) of the Equity Definitions is hereby amended by replacing the phrase "greater than 10%" with "greater than 20%".
Share-for-Share:	Modified Calculation Agent Adjustment.
Share-for-Other:	Modified Calculation Agent Adjustment.
Share-for-Combined:	Modified Calculation Agent Adjustment.
Modified Calculation Agent Adjustment:	For greater certainty, the definition of "Modified Calculation Agent Adjustment" in Sections 12.2 and 12.3 of the Equity Definitions shall be amended by (i) adding the following italicized language after the stipulated parenthetical provision: "(including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Transaction) from the Exchange Business Day immediately preceding the Announcement Date or the Determination Date, as applicable, to the first Exchange Business Day immediately following the Merger Date (Section 12.2) or Tender Offer Date (Section 12.3)." and (ii) deleting the phrase "expected dividends," from such stipulated parenthetical provision. If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies, the adjustments to be made in accordance with Section 12.2(e)(i) of the Equity Definitions would result in Counterparty being different from the issuer of the Shares, then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Equity Definitions, Dealer, the issuer of the Affected Shares and the entity that will be the issuer of the New Shares shall, prior to the Merger Date, have entered into such documentation containing representations, warranties and agreements relating to securities law and other issues as reasonably requested by Dealer that Dealer has

	determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer to continue as a party to the Transaction, as adjusted under Section 12.2(e)(i) of the Equity Definitions, and to preserve its hedging or hedge unwind activities in connection with the Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer, and if such conditions are not met or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Equity Definitions will produce a commercially reasonable result, then, at Dealer election, the consequences set forth in Section 12.2(e)(ii) of the Equity Definitions shall apply.
Announcement Date:	The definition of "Announcement Date" in Section 12.1 of the Equity Definitions shall be amended by (i) replacing the word "leads to the" in the third and the fifth lines thereof with the words ", if completed, would lead to a", (ii) replacing the words "voting shares" in the fifth line thereof with the word "Shares", (iii) inserting the words "by any entity" after the word "announcement" in the second and the fourth lines thereof, (iv) inserting the words "or to explore the possibility of engaging in" after the words "engage in" in the second line thereto and (v) inserting the words "or to explore the possibility of purchasing or otherwise obtaining" after the word "obtain" in the fourth line thereto.
Announcement Event:	If an Announcement Event has occurred, the Calculation Agent shall have the right to determine the economic effect of the Announcement Event on the theoretical value of the Transaction (including without limitation any change in volatility, stock loan rate or liquidity relevant to the Shares or to the Transaction) (i) at a time that it deems appropriate, from the Announcement Date to the date of such determination (the "**Determination Date**"), and (ii) on the Valuation Date or on a date on which a payment amount is determined pursuant to Section 6 of the Agreement or Sections 12.7 or 12.8 of the Equity Definitions, from the Exchange Business Day immediately preceding the Announcement Date or the Determination Date, as applicable, to the Valuation Date or on a date on which a payment amount is determined pursuant to Section 6 of the Agreement or Sections 12.7 or 12.8 of the Equity Definitions. If any such economic effect is material, the Calculation Agent will adjust the terms of the Transaction to reflect such economic effect. "**Announcement Event**" shall mean the occurrence of the Announcement Date of a Merger Event or Tender Offer or potential Merger Event or potential Tender Offer.
Composition of Combined Consideration:	Not Applicable; *provided* that, notwithstanding Sections 12.5(b) and 12.1(f) of the Equity Definitions, to the extent that the composition of the consideration for the relevant Shares pursuant to a Tender Offer or Merger Event could be elected by an actual holder of the Shares, the Calculation Agent will, in its sole discretion, determine such composition.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); *provided* that, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not

	immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall thereafter be deemed to be the Exchange.
Additional Disruption Events:	
Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase ", or public announcement of, the formal or informal interpretation" and (ii) by replacing the word "Shares" where it appears in clause (X) thereof with the words "Hedge Position"; and *provided further* that Dealer shall not adjust the terms of the Transaction for a Change in Law referred to in clause (Y) of Section 12.9(a)(ii) of the Equity Definitions except to the extent it is exercising its right to terminate or adjust transactions as a result of a "Change in Law" event with respect to other similarly situated customers. The parties agree that, for the avoidance of doubt, for purposes of Section 12.9(a)(ii) of the Equity Definitions, "any applicable law or regulation" shall include the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any rules and regulations promulgated thereunder and any similar law or regulation, and the consequences specified in Section 12.9(b)(i) of the Equity Definitions (as modified below) shall apply to any Change in Law arising from any such act, rule or regulation.
Failure to Deliver:	Not Applicable.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; *provided* that (i) Section 12.9(a)(v) of the Equity Definitions is hereby modified by inserting the following three sentences at the end of such Section: "Such inability described in phrases (A) or (B) above shall not constitute a "Hedging Disruption" unless (x) such inability does not result from factors particular to Hedging Party (such as Hedging Party's creditworthiness or financial position, or particular actions or transactions undertaken by the Hedging Party unrelated to the hedging of the Transaction) and (y) such inability will result in continued performance by the Hedging Party under the Transaction being commercially unreasonable or commercially impracticable. For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, any such transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms." (ii) Section 12.9(b)(iii) of the Equity Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".

Loss of Stock Borrow:	Applicable; *provided* that (a) Sections 12.9(a)(vii) and 12.9(b)(iv) of the Equity Definitions are amended by deleting the words "at a rate equal to or less than the Maximum Stock Loan Rate" and replacing it with the words "at a Borrow Cost equal to or less than the Maximum Stock Loan Rate" and (b) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by (I) deleting (1) subsection (A) in its entirety, (2) the phrase "or (B)" following subsection (A) and (3) the phrase "in each case" in subsection (B); and (II) replacing the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares" with the phrase "such Lending Party does not lend Shares" in the penultimate sentence.
Borrow Cost:	The cost to borrow the relevant Shares that would be incurred by a third party market participant borrowing such Shares, as determined by the Calculation Agent on the relevant date of determination. Such costs shall include (a) the spread below FED-FUNDS that would be earned on collateral posted in connection with such borrowed Shares, net of any costs or fees, and (b) any stock loan borrow fee that would be payable for such Shares, expressed as fixed rate per annum.
Maximum Stock Loan Rate:	200 basis points
Increased Cost of Stock Borrow:	Applicable; *provided* that (a) Section 12.9(a)(viii) of the Equity Definitions shall be amended by deleting "rate to borrow Shares" and replacing it with "Borrow Cost" and (b) Section 12.9(b)(v) of the Equity Definitions shall be amended by (i) adding the word "or" immediately before the phrase "(B)", (ii) deleting subsection (C) in its entirety, (iii) replacing "either party" in the penultimate sentence with "the Hedging Party", (iv) replacing the word "rate" in clause (Y) of the final sentence therein with the words "Borrow Cost" and (v) deleting clause (X) of the final sentence.
Initial Stock Loan Rate:	25 basis points, as adjusted by the Calculation Agent to reflect any subsequent Price Adjustment due to an Increased Cost of Stock Borrow.
FED FUNDS:	"**FED FUNDS**" means, for any day, the rate set forth for such day opposite the caption "Federal funds", as such rate is displayed on the page "FedsOpen <Index> <GO>" on the BLOOMBERG Professional Service, or any successor page; *provided* that if no rate appears for any day on such page, the rate for the immediately preceding day for which a rate does so appear shall be used for such day.
Hedging Party:	Dealer or an affiliate of Dealer that is involved in the hedging of the Transaction for all applicable Additional Disruption Events.
Hedge Positions:	The definition of "Hedge Positions" in Section 13.2(b) of the Equity Definitions shall be amended by inserting the words "or an affiliate thereof" after the words "a party" in the third line.
Determining Party:	Dealer for all applicable Extraordinary Events (including Announcement Events).

Acknowledgments:

Non-Reliance:	Applicable.
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable.
Additional Acknowledgments:	Applicable.

3. **Mutual Representations, Warranties and Agreements.**

In addition to the representations, warranties and agreements in the Agreement and those contained elsewhere herein, each of Dealer and Counterparty represents and warrants to, and agrees with, the other party that:

(a) **Commodity Exchange Act.** It is an "eligible contract participant" within the meaning of Section 1a(12) of the U.S. Commodity Exchange Act, as amended (the "**CEA**"). The Transaction has been subject to individual negotiation by the parties. The Transaction has not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) **Securities Act.** It is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, or an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act.

(c) **ERISA.** The assets used in the Transaction (1) are not assets of any "plan" (as such term is defined in Section 4975 of the U.S. Internal Revenue Code (the "**Code**")) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, and (2) do not constitute "plan assets" within the meaning of Department of Labor Regulation 2510.3-101, 29 CFR Section 2510-3-101.

(d) **[Conduct Rules.** Each party acknowledges and agrees to be bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.]

(e) **Private Placement Representations**. Each of Dealer and Counterparty acknowledges that the offer and sale of the Transaction to it is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) thereof. Accordingly, Dealer represents and warrants to Counterparty that (i) it has the financial ability to bear the economic risk of its investment in the Transaction and is able to bear a total loss of its investment and its investments in and liabilities in respect of the Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with the Transaction, including the loss of its entire investment in the Transaction, (ii) it is an "accredited investor" as that term is defined in Regulation D as promulgated under the Securities Act, (iii) it is entering into the Transaction for its own account and without a view to the distribution or resale thereof, (iv) the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act and is restricted under this Confirmation, the Securities Act and state securities laws, and (v) its financial condition is such that it has no need for liquidity with respect to its investment in the Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness and is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction.

4. **Representations, Warranties and Agreements of Counterparty.**

In addition to the representations and warranties in the Agreement and those contained elsewhere herein, Counterparty further represents, warrants and agrees that:

(a) the representations and warranties of Counterparty set forth in Section 2 of the Purchase Agreement, dated as of the Trade Date between Counterparty and Barclays Capital Inc., as representative of the initial purchasers (the "**Purchase Agreement**"), are true and correct and are hereby deemed to be repeated to Dealer as if set forth herein;

(b) the Shares of Counterparty initially issuable upon exercise of the Warrant (the "**Warrant Shares**") have been reserved for issuance by all required corporate action of Counterparty. The Warrant Shares have been duly authorized and, when delivered as contemplated by the terms of the Warrant following the exercise of the Warrant in accordance with the terms and conditions of the Warrant, will be validly issued, fully-paid and non-assessable, and the issuance of the Warrant Shares will not be subject to any pre-emptive or similar rights;

(c) Counterparty shall promptly provide written notice to Dealer upon obtaining knowledge of the occurrence of any event that would constitute an Event of Default, a Potential Event of Default, a Potential Adjustment Event, a Merger Event or any other Extraordinary Event; *provided, however*, that should Counterparty be in possession of material non-public information regarding Counterparty, Counterparty shall not communicate such information to Dealer;

(d) (A) Counterparty is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary, (B) Counterparty is not relying on any communication (written or oral) of Dealer or any of its affiliates as investment advice or as a recommendation to enter into the Transaction (it being understood that information and explanations related to the terms and conditions of the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction), (C) no communication (written or oral) received from Dealer or any of its affiliates shall be deemed to be an assurance or guarantee as to the expected results of the Transaction and (D) Counterparty has total assets of at least USD 50,000,000 as of the date hereof;

(e) Counterparty is entering into the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction, including, but not limited to, the issuance of Shares to be made pursuant hereto;

(f) Counterparty is not as of the Trade Date and as of the date on which Counterparty delivers any Termination Delivery Units, and shall not be after giving effect to the transactions contemplated hereby, "insolvent" (as such term is defined in Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "**Bankruptcy Code**"));

(g) Counterparty understands, agrees and acknowledges that Dealer has no obligation or intention to register the Transaction under the Securities Act, any state securities law or other applicable federal securities law;

(h) each of Counterparty's filings under the Securities Act, the Exchange Act, or other applicable securities laws that are required to be filed have been filed and that, as of the respective dates thereof and as of the date of this representation, such filings when considered as a whole (with the more recent such filings deemed to amend inconsistent statements contained in any earlier such filings) do not contain any misstatement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(i) On the Trade Date and as of the date of on which Counterparty delivers any Termination Delivery Units, Counterparty is not in possession of any material non-public information regarding the Issuer or the Shares. "Material" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold any securities of the Issuer.

(j) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(k) Counterparty understands, agrees and acknowledges that no obligations of Dealer to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Dealer or any governmental agency;

(l) without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Dealer is not making any representations or warranties with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(m) Counterparty is not entering into the Transaction for the purpose of (i) creating actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or (ii) raising or depressing or otherwise manipulating the price of, or facilitating a distribution of, the Shares (or any security convertible into or exchangeable for the Shares) or otherwise in violation of the Exchange Act;

(n) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Premium Payment Date and reasonably acceptable to Dealer in form and substance, with respect to due incorporation, existence and good standing of Counterparty, the due authorization, execution and delivery of this Confirmation, and, in respect of the execution, delivery and performance of this Confirmation, the absence of any conflict with or breach of any material agreement required to be filed as an exhibit to Counterparty's Annual Report on Form 10-K, Counterparty's certificate of incorporation or Counterparty's by-laws, and that the Warrant Shares have been duly authorized by all necessary corporate action on the part of Counterparty and reserved for issuance and when issued and delivered in accordance with the terms of this Confirmation would, if issued on the date of such opinion, be validly issued, fully paid and nonassessable and free of preemptive rights under Counterparty's certificate of incorporation and bylaws and Pennsylvania law containing customary exceptions, assumptions and qualifications, in each case reasonably acceptable to Dealer;

(o) Counterparty is entering the Transaction, solely for the purposes stated in the board resolution authorizing the Transaction (a copy of which, and such other certificates as Dealer may reasonably request, Counterparty shall deliver to Dealer on or before the Trade Date) and in its public disclosure, and there is no internal policy, whether written or oral, of Counterparty that would prohibit Counterparty from entering into any aspect of the Transaction;

(p) Counterparty has not entered into any obligation or undertaking that would contractually limit it from effecting Net Share Settlement under the Transaction and it agrees not to enter into any such obligation or undertaking during the term of the Transaction;

(q) (x) (A) On the Trade Date, the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("**Regulation M**") other than the distribution of the convertible notes subject to the Purchase Agreement and (B) Counterparty shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M until the second Exchange Business Day immediately following the Trade Date, and (y) Counterparty shall notify Dealer in writing of the start of a "restricted period", as defined in Regulation M, no later than the Scheduled Trading Day immediately before the start of any such restricted period, to the extent Counterparty is engaged in any "distribution," as such term is defined in Regulation M, of any securities of Counterparty other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, during the Settlement Period;

(r) During the Settlement Period and on any other Exercise Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer; and

(s) Counterparty agrees that it (A) will not during the Settlement Period make, or permit to be made (to the extent it is in Counterparty's reasonable control), any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares; (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (i) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (ii) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date. Such written notice shall be deemed to be a certification by Counterparty to Dealer that such information is true and correct. In addition, Counterparty shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders. "**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

5. **Other Provisions:**

(a) **Method of Delivery.** Whenever delivery of funds or other assets is required hereunder by or to Counterparty, such delivery may be effected through Agent. In addition, all notices, demands and communications of any kind relating to the Transaction between Dealer and Counterparty may be transmitted exclusively through Agent.

(b) **Understanding and Acknowledgement**. Counterparty understands and acknowledges that notwithstanding any other relationship between Counterparty and Dealer (and Dealer's affiliates), in connection with the Transaction and any other over-the-counter derivative transaction between Counterparty and Dealer or Dealer's affiliates, Dealer or its affiliates, as the case may be, is acting as principal and is not a fiduciary or adviser to Counterparty in respect of any such transaction, including any entry into or exercise, amendment, unwind or termination thereof.

(c) **Repurchase Notices.** Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the Warrant Equity Percentage as determined on such day is (i) equal to or greater than 9% or (ii) greater by 0.5% than the Warrant Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater than the Warrant Equity Percentage as of the Trade Date). The "**Warrant Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the product of the Number of Warrants in aggregate and the Warrant Entitlement [under the Transaction and any other warrant transaction between the parties] and (B) the denominator of which is the number of Shares outstanding on such day. Counterparty agrees to indemnify and hold harmless Dealer and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, a Section 16 "insider", including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within 30 days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person in respect of the foregoing, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or

payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(d) **Transfer or Assignment.** Counterparty may not transfer or assign any of its rights or obligations under the Transaction or the Agreement without the prior written consent of Dealer. Notwithstanding any provision of the Agreement to the contrary, upon written notice to Counterparty, Dealer may, subject to applicable law, freely transfer and assign all of its rights and obligations under the Transaction or the Agreement without the consent of Counterparty to any third party; provided that Counterparty will not, as a result of such transfer and/or assignment, be required under the Agreement or this Confirmation to (i) pay to the transferee or assignee an amount greater than the amount that it would have been required to pay to Dealer in the absence of such transfer" or assignment or (ii) receive from the transferee or assignee an amount less than the amount that Counterparty would have received from Dealer in the absence of such transfer or assignment, in each case based on the circumstances in effect on the date of such transfer; and provided further that Dealer shall have caused the transferee to make such Payee Tax Representations and to provide such tax documentation as may be reasonably requested by Counterparty to permit Counterparty to determine that such transfer and assignment complies with the first proviso of this sentence. If at any time at which (1) the Equity Percentage exceeds 9% or (2) Dealer, Dealer Group (as defined below) or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "**Dealer Person**") under any relevant state corporate law or any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders or organizational documents or contracts of Counterparty that are applicable to ownership of Shares ("**Applicable Laws**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person or could result in an adverse effect on a Dealer Person, as determined by Dealer in its reasonable discretion, under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1.0% of the number of Shares outstanding on the date of determination (either such condition described in clause (1) or (2), an "**Excess Ownership Position**") and Dealer is unable, after commercially reasonable efforts, to effect a transfer or assignment on pricing terms and within a time period reasonably acceptable to it of all or a portion of the Transaction such that an Excess Ownership Position no longer exists, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "**Terminated Portion**") of the Transaction, such that an Excess Ownership Position no longer exists. In the event that Dealer so designates an Early Termination Date with respect to a portion of the Transaction, a payment shall be made pursuant to Section 6 of the Agreement as if (x) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Transaction and a Number of Warrants equal to the Terminated Portion, (y) Counterparty shall be the sole Affected Party with respect to such partial termination and (z) such Transaction shall be the only Terminated Transaction (and, for the avoidance of doubt, the provisions of paragraph 5(j) shall apply to any amount that is payable by Dealer to Counterparty pursuant to this sentence). The "**Equity Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates subject to aggregation with Dealer, for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the

Exchange Act) with Dealer ("**Dealer Group**"), beneficially own (within the meaning of Section 13 of the Exchange Act) on such day and (B) the denominator of which is the number of Shares outstanding on such day. Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Dealer's obligations in respect of the Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty to the extent of any such performance.

(e) **Role of Agent.** Each of Dealer and Counterparty acknowledges to and agrees with the other party hereto and to and with the Agent that (i) the Agent is acting as agent for Dealer under the Transaction pursuant to instructions from such party, (ii) the Agent is not a principal or party to the Transaction, and may transfer its rights and obligations with respect to the Transaction, (iii) the Agent shall have no responsibility, obligation or liability, by way of issuance, guaranty, endorsement or otherwise in any manner with respect to the performance of either party under the Transaction, (iv) Dealer and the Agent have not given, and Counterparty is not relying (for purposes of making any investment decision or otherwise) upon, any statements, opinions or representations (whether written or oral) of Dealer or the Agent, other than the representations expressly set forth in this Confirmation or the Agreement, and (v) each party agrees to proceed solely against the other party, and not the Agent, to collect or recover any money or securities owed to it in connection with the Transaction. Each party hereto acknowledges and agrees that the Agent is an intended third party beneficiary hereunder. Counterparty acknowledges that the Agent is an affiliate of Dealer.

(f) **Regulatory Provisions.** The time of dealing for the Transaction will be confirmed by Dealer upon written request by Counterparty. The Agent will furnish to Counterparty upon written request a statement as to the source and amount of any remuneration received or to be received by the Agent in connection with the Transaction.

(g) **Additional Termination Events.** The occurrence of any of the following shall constitute an Additional Termination Event with respect to which (1) Counterparty shall be the sole Affected Party and (2) the Transaction shall be the sole Affected Transaction; *provided* that with respect to any of the following Additional Termination Events, Dealer may choose to treat part of the Transaction as the sole Affected Transaction, and, upon termination of the Affected Transaction, a Transaction with a Number of Warrants equal to the unaffected number of Warrants shall be treated for all purposes as the Transaction, which shall remain in full force and effect and, for the avoidance of doubt, shall be subject to all relevant provisions and adjustments as applicable (including pursuant to the provisions under "Extraordinary Events"):

(i) Dealer reasonably determines that it is advisable to terminate all or a portion of the Transaction (the "**Affected Portion**") so that Dealer's related hedging activities with respect thereto will comply with applicable securities laws, rules or regulations or generally applicable related policies and procedures of Dealer applied to the Transaction in a non-discriminatory manner (whether or not such requirements, policies or procedures are imposed by law or have been voluntarily adopted by Dealer); *provided* that Dealer shall treat only the Affected Portion of the Transaction as the Affected Transaction (it being understood that the Affected Portion may be 100%);

(ii) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" becomes the "beneficial owner" (as these terms are defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of Counterparty's capital stock that is at the time entitled to vote by the holder thereof in the election of Counterparty's board of directors (or comparable body);

(iii) the adoption of a plan relating to Counterparty's liquidation or dissolution; or

(iv) the consummation of (A) any recapitalization, reclassification or change of Counterparty's common stock as a result of which Counterparty's common stock would be converted into, or exchanged for cash, securities or other property or assets, (B) any share exchange, consolidation or merger of the Counterparty pursuant to which the Counterparty's common stock will be converted into cash, securities or other property or assets; or (C) any sale, lease, transfer, conveyance or other disposition in one or a series of related transactions of all or substantially all of the consolidated assets of the Counterparty and its subsidiaries, taken as a whole, to any person other than one of Counterparty's direct or indirect wholly-owned subsidiaries; .

Notwithstanding the foregoing, any transaction or event described in clause (ii) through (iv) above will not constitute an Additional Termination Event if, in connection with such transaction or event, or as a result therefrom, a transaction described in clause (ii) or (iv) above occurs and at least 90% of the consideration paid for Counterparty's common stock (excluding cash payments for fractional shares and cash payments made pursuant to dissenters' appraisal rights) consists of shares of common stock traded on any of The New York Stock Exchange, the NASDAQ Global Market or the NASDAQ Global Select Market (or any of their respective successors) (or will be so traded or quoted immediately following the completion of the merger or consolidation or such other transaction).

(h) **No Collateral.** Notwithstanding any provision of this Confirmation, the Agreement, Equity Definitions or any other agreement between the parties to the contrary, the obligations of Counterparty under the Transaction are not secured by any collateral.

(i) **No Setoff.** Obligations under the Transaction shall not be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against any other obligations of the parties, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and no other obligations of the parties shall be netted, recouped or set off (including pursuant to Section 6 of the Agreement) against obligations under the Transaction, whether arising under the Agreement, this Confirmation, under any other agreement between the parties hereto, by operation of law or otherwise, and each party hereby waives any such right of setoff, netting or recoupment *provided* that both parties agree that subparagraph (ii) of Section 2(c) of the Agreement shall apply to the Transaction.

(j) **Alternative Calculations and Counterparty Payment on Early Termination and on Certain Extraordinary Events.** If Counterparty owes Dealer any amount in connection with the Transaction (i) pursuant to Sections 12.2, 12.3, 12.6, 12.7 or 12.9 of the Equity Definitions (except in the case of an Extraordinary Event in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash) or (ii) pursuant to Section 6(d)(ii) of the Agreement (except in the case of an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, other than (x) an Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), (v) or (vi) of the Agreement that in the case of either (x) or (y) resulted from an event or events outside Counterparty's control) (a "**Payment Obligation**"), Counterparty shall satisfy any such Payment Obligation by delivery of Termination Delivery Units (as defined below) unless Counterparty elects to satisfy such Payment Obligation by delivery of cash by giving

irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, no later than noon New York time on the Early Termination Date or other date the Transaction is cancelled or terminated, as applicable, where such notice shall include a representation and warranty from Counterparty that it is not, as of the date of the telephonic notice and the date of such written notice, aware of any material non-public information concerning itself or the shares (where "material" shall have the meaning set forth in paragraph 4(i) above); *provided* that Dealer shall have the right, in its sole discretion and notwithstanding any election by Counterparty to the contrary, to elect to satisfy any such Payment Obligation (x) by delivery of Termination Delivery Units in any event or (y) by delivery of cash in the event of (i) an Extraordinary Event in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (ii) Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, which Event of Default or Termination Event resulted from an event or events within Counterparty's control. Where Counterparty is required to deliver Termination Delivery Units Counterparty shall deliver to Dealer a number of Termination Delivery Units having a fair market value (net of any brokerage and underwriting commissions and fees, including any customary private placement fees) equal to the amount of such Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such Payment Obligation). In addition, if, in the good faith reasonable judgment of Dealer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph would not be immediately freely transferable by Dealer under Rule 144, then Dealer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) require that such delivery take place pursuant to paragraph 5(m) below. If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (modified as described above) and 9.12 of the Equity Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units." "**Termination Delivery Units**" means in the case of a Termination Event, Event of Default, Additional Disruption Event or Delisting, one Share or, in the case of Nationalization, Insolvency, Tender Offer or Merger Event, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Nationalization, Insolvency, Tender Offer or Merger Event; *provided* that if such Nationalization, Insolvency, Tender Offer or Merger Event involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(k) **Registration/Private Placement Procedures.** If, in the reasonable opinion of Dealer, following any delivery of Shares or Termination Delivery Units to Dealer hereunder, such Shares or Termination Delivery Units would be in the hands of Dealer subject to any applicable restrictions with respect to any registration or qualification requirement or prospectus delivery requirement for such Shares or Termination Delivery Units pursuant to any applicable federal or state securities law (including, without limitation, any such requirement arising under Section 5 of the Securities Act as a result of such Shares or Termination Delivery Units being "restricted securities", as such term is defined in Rule 144 under the Securities Act, or as a result of the sale of such Shares or Termination Delivery Units) (such Shares or Termination Delivery Units, "**Restricted Shares**"), then delivery of such Restricted Shares shall be effected pursuant to either clause (i) or (ii) below at the election of Counterparty, unless waived by Dealer. Notwithstanding the foregoing, solely in respect of any Number of Warrants exercised or deemed exercised on any Expiration Date, Counterparty shall elect, prior to the first Settlement Date for the first Expiration Date, a Private Placement Settlement (as defined below) or Registered Settlement (as defined below) for all deliveries of Restricted Shares for all such

Expiration Dates which election shall be applicable to all Settlement Dates for such Warrants and the procedures in clause (i) or clause (ii) below shall apply for all such delivered Restricted Shares on an aggregate basis commencing after the final Settlement Date for such Warrants. The Calculation Agent shall make reasonable adjustments to settlement terms and provisions under this Confirmation to reflect a single Private Placement or Registered Settlement for such aggregate Restricted Shares delivered hereunder.

(i) If Counterparty elects to settle the Transaction pursuant to this clause (i) (a "**Private Placement Settlement**"), then delivery of Restricted Shares by Counterparty shall be effected in customary private placement procedures with respect to such Restricted Shares reasonably acceptable to Dealer; *provided* that Counterparty may not elect a Private Placement Settlement if, on the date of its election, it has taken, or caused to be taken, any action that would make unavailable either the exemption pursuant to Section 4(a)(2) of the Securities Act for the sale by Counterparty to Dealer (or any affiliate designated by Dealer) of the Restricted Shares or the exemption pursuant to Section 4(a)(1) or Section 4(a)(3) of the Securities Act for resales of the Restricted Shares by Dealer (or any such affiliate of Dealer). The Private Placement Settlement of such Restricted Shares shall include customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Restricted Shares by Dealer), opinions and certificates, and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer. In the case of a Private Placement Settlement, Dealer shall determine the appropriate discount (in the case of settlement of Termination Delivery Units pursuant to paragraph 5(j) above) or any Settlement Price (in the case of settlement of Shares pursuant to Section 2 above) applicable to such Restricted Shares in a commercially reasonable manner and appropriately adjust the number of such Restricted Shares to be delivered to Dealer hereunder. Notwithstanding the Agreement or this Confirmation, the date of delivery of such Restricted Shares shall be the Scheduled Trading Day following notice by Dealer to Counterparty, of such applicable discount and the number of Restricted Shares to be delivered pursuant to this clause (i). For the avoidance of doubt, delivery of Restricted Shares shall be due as set forth in the previous sentence and not be due on *the* date described in paragraph 5(j) (in the case of settlement of Termination Delivery Units) or on the Settlement Date (in the case of settlement in Shares pursuant to Section 2 above).

(ii) If Counterparty elects to settle the Transaction pursuant to this clause (ii) (a "**Registration Settlement**"), then Counterparty shall promptly (but in any event no later than the beginning of the Resale Period (as defined below)) file and use its reasonable best efforts to make effective under the Securities Act a registration statement or supplement or amend an outstanding registration statement in form and substance reasonably satisfactory to Dealer, to cover the resale of such Restricted Shares (and any Make-whole Shares) in accordance with customary resale registration procedures, including covenants, conditions, representations, underwriting discounts (if applicable), commissions (if applicable), indemnities, due diligence rights, opinions and certificates, and such other documentation as is customary for equity resale underwriting agreements, all reasonably acceptable to Dealer. If Dealer, in its sole reasonable discretion, is not satisfied with such procedures and documentation Private Placement Settlement shall apply. If Dealer is satisfied with such procedures and documentation, it shall sell the Restricted Shares pursuant to such registration statement during a period (the "**Resale Period**") commencing on the Exchange Business Day following delivery of such Restricted Shares (and any Make-

whole Shares) and ending on the earliest of (i) the Exchange Business Day on which Dealer completes the sale of all Restricted Shares or, in the case of settlement of Termination Delivery Units, a sufficient number of Restricted Shares so that the realized net proceeds of such sales exceed the Payment Obligation (as defined above) and (ii) the date upon which all Restricted Shares have been sold or transferred pursuant to Rule 144 (or similar provisions then in force) or Rule 145(d)(1) or (2) (or any similar provision then in force) under the Securities Act.

(iii) If (ii) above is applicable and the Net Share Settlement Amount or the Payment Obligation, as applicable, exceeds the realized net proceeds from such resale, or if (i) above is applicable and the Freely Tradeable Value (as defined below) of the Net Share Settlement Amount or the Payment Obligation (in each case as adjusted pursuant to (i) above), as applicable, exceeds the realized net proceeds from such resale, Counterparty shall transfer to Dealer by the open of the regular trading session on the Exchange on the Exchange Trading Day immediately following the last day of the Resale Period the amount of such excess (the "**Additional Amount**"), at Counterparty's option, either in cash or in a number of Shares ("**Make-whole Shares**"; *provided* that the aggregate number of Shares and Make-whole Shares delivered shall not exceed the Maximum Amount) that, based on the Settlement Price on the last day of the Resale Period (as if such day was the "**Valuation Date**" for purposes of computing such Settlement Price), has a value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares. If Counterparty elects to pay the Additional Amount in Make-whole Shares, the requirements and provisions for either Private Placement Settlement or Registration Settlement shall apply to such payment. This provision shall be applied successively until the Additional Amount is equal to zero, subject to paragraph 5(q) below. "**Freely Tradeable Value**" means the value of the number of Shares delivered to Dealer which such Shares would have if they were freely tradeable (without prospectus delivery) upon receipt by Dealer, as determined by the Calculation Agent by commercially reasonable means.

(iv) Without limiting the generality of the foregoing, Counterparty agrees that any Restricted Shares delivered to Dealer, as purchaser of such Restricted Shares, (A) may be transferred by and among Dealer and its affiliates and Counterparty shall effect such transfer without any further action by Dealer and (B) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed after any settlement date for such Restricted Shares, Counterparty shall promptly remove, or cause the transfer agent for such Restricted Shares to remove, any legends referring to any such restrictions or requirements from such Restricted Shares upon delivery by Dealer (or such affiliate of Dealer) to Counterparty or such transfer agent of seller's and broker's representation letters customarily delivered by Dealer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer (or such affiliate of Dealer).

If the Private Placement Settlement or the Registration Settlement shall not be effected as set forth in clauses (i), (ii) or (iii), as applicable, then failure to effect such Private Placement Settlement or such Registration Settlement shall constitute an Event of Default with respect to which Counterparty shall be the Defaulting Party.

(l) **Limit on Beneficial Ownership.** Notwithstanding any other provisions hereof, Dealer may not exercise any Warrant hereunder, Automatic Exercise shall not apply with respect thereto, and no delivery hereunder (including pursuant to paragraphs 5(k), (n) or (o)) shall be made, to the extent (but only to the extent) that, the receipt of any Shares upon such exercise or delivery, after taking into account any Shares deliverable to Dealer under any Additional Warrant Transaction Confirmation between Counterparty and Dealer would result in the existence of an Excess Ownership Position. Any purported delivery hereunder shall be void and have no effect to the extent (but only to the extent) that such delivery would result in the existence of an Excess Ownership Position. If any delivery owed to Dealer hereunder is not made, in whole or in part, as a result of this provision, Counterparty's obligation to make such delivery and Dealer's right to exercise a Warrant shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Scheduled Trading Day after, Dealer gives notice to Counterparty that, such exercise or delivery would not result in the existence of an Excess Ownership Position.

(m) **Share Deliveries.** Counterparty acknowledges and agrees that, to the extent that Dealer is not then an affiliate, as such term is used in Rule 144 under the Securities Act, of Counterparty and has not been such an affiliate of Counterparty for 90 days (it being understood that Dealer shall not be considered such an affiliate of Counterparty solely by reason of its receipt of or right to receive Shares pursuant to the Transaction), and otherwise satisfies all holding period and other requirements of Rule 144 under the Securities Act applicable to it, any Shares or Termination Delivery Units delivered hereunder at any time after 6 months from the Premium Payment Date shall be eligible for resale under Rule 144 under the Securities Act, and Counterparty agrees to promptly remove, or cause the transfer agent for such Shares or Termination Delivery Units to remove, any legends referring to any restrictions on resale under the Securities Act from the certificates representing such Shares or Termination Delivery Units. Counterparty further agrees that with respect to any Shares or Termination Delivery Units delivered hereunder at any time after 6 months from the Premium Payment Date but prior to 1 year from the Premium Payment Date, to the extent that Counterparty then satisfies the current information requirement of Rule 144 under the Securities Act, Counterparty shall promptly remove, or cause the transfer agent for such Shares or Termination Delivery Units to remove, any legends referring to any such restrictions or requirements from the certificates representing such Shares or Termination Delivery Units upon delivery by Dealer to Counterparty or such transfer agent of customary seller's and broker's representation letters in connection with resales of such Shares or Termination Delivery Units pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Dealer. Counterparty further agrees and acknowledges that Dealer shall run a holding period under Rule 144 under the Securities Act with respect to the Warrants and/or any Shares or Termination Delivery Units delivered hereunder notwithstanding the existence of any other transaction or transactions between Counterparty and Dealer relating to the Shares. Counterparty further agrees that Shares or Termination Delivery Units delivered hereunder prior to the date that is 6 months from the Premium Payment Date may be freely transferred by Dealer to its affiliates, and Counterparty shall effect such transfer without any further action by Dealer. Notwithstanding anything to the contrary herein, Counterparty agrees that any delivery of Shares or Termination Delivery Units shall be effected by book-entry transfer through the facilities of the Clearance System if, at the time of such delivery, the certificates representing such Shares or Termination Delivery Units would not contain any restrictive legend as described above. Notwithstanding anything to the contrary herein, to the extent the provisions of Rule 144 under the Securities Act or any successor rule are amended, or the applicable interpretation thereof by the Securities and Exchange Commission or any court changes after the Trade Date, including without limitation to lengthen or shorten the holding periods, the agreements of

Counterparty herein shall be deemed modified to the extent necessary, in the opinion of outside counsel of Counterparty, to comply with Rule 144 under the Securities Act, including Rule 144, as in effect at the time of delivery of the relevant Shares or Termination Delivery Units.

(n) **Maximum Share Delivery.** Notwithstanding any other provision of this Confirmation or the Agreement, in no event will Counterparty be required to deliver more than [ ] Shares (the "**Maximum Amount**") in the aggregate to Dealer in connection with the Transaction, subject to the provisions below regarding Deficit Shares. In the event Counterparty shall not have delivered the full number of Shares otherwise due in connection with the Transaction (whether upon any scheduled settlement of the Transaction, any Private Placement Settlement or otherwise) as a result of the first sentence of this paragraph relating to the Maximum Amount (such deficit, the "**Deficit Shares**"), Counterparty shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Counterparty or any of its subsidiaries after the Trade Date (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant delivery date become no longer so reserved and (iii) Counterparty additionally authorizes any unissued Shares that are not reserved for other transactions. Counterparty shall immediately notify Dealer of the occurrence of any of the foregoing events (including the aggregate number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver of such aggregate number of Shares thereafter.

(o) **Tax Disclosure.** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

(p) **Status of Claims in Bankruptcy.** Dealer acknowledges and agrees that this Confirmation is not intended to convey to Dealer rights with respect to the Transaction that are senior to the claims of common stockholders of Counterparty in any U.S. bankruptcy proceedings of Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to the Transaction except in any U.S. bankruptcy proceedings of Counterparty; *provided further* that nothing in this paragraph shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transaction.

(q) **Securities Contract.** The parties hereto agree and acknowledge that Dealer is one or more of a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101(22A) of the Bankruptcy Code. The parties hereto further agree and acknowledge (A) that this Confirmation is a "securities contract," as such term is defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment" (as such term is defined in Section 741(8) of the Bankruptcy Code) or a "transfer" within the meaning of Section 546 of the Bankruptcy Code and (B) that Dealer is entitled to the protections afforded by, among other sections, Section 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 548 (d)(2), 555 and 561 of the Bankruptcy Code.

(r) **Right to Extend.** Dealer may postpone any potential Expiration Date or postpone or extend any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Net Share Amount for such Expiration Date), if Dealer determines, in its reasonable discretion, that such postponement or extension is reasonably necessary or appropriate to preserve Dealer's or its affiliate's hedging or hedge unwind activity hereunder in light of existing liquidity conditions or to enable Dealer or its affiliate to effect purchases or sale of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer or such affiliate were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer and/or such affiliate.

(s) **Wall Street Transparency and Accountability Act of 2010.** The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 (the "WSTAA"), (ii) any similar legal certainty provision included in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of the WSTAA or any regulation under the WSTAA, (iv) any requirement under the WSTAA or (v) any amendment made by the WSTAA shall limit or otherwise impair either party's right to terminate, renegotiate, modify, amend or supplement this Confirmation, any Transaction hereunder or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased cost, regulatory change or similar event under this Confirmation, the Equity Definitions or the Agreement (including, but not limited to, any right arising from any Change in Law, Insolvency Filing, Hedging Disruption, Loss of Stock Borrow, Increased Cost of Stock Borrow, or Illegality (as defined in the Agreement)).

(t) **Governing Law.** This Confirmation and the Agreement, and any claims, causes of action or disputes arising hereunder or thereunder or relating hereto or thereto, shall be governed by the laws of the State of New York (without reference to choice of law doctrine that would lead to the application of the laws of any jurisdiction other than New York).

(u) **Waiver of Jury Trial.** EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THE TRANSACTION. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THE TRANSACTION, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS PROVIDED HEREIN.

(v) **Submission to Jurisdiction.** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

(w) **[2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol.** The parties agree that the terms of the 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol published by ISDA on July 19, 2013 ("Protocol") apply to the Agreement as if the parties had adhered to the Protocol without amendment. In respect of the Attachment to the Protocol, (i) the definition of "Adherence Letter" shall be deemed to be deleted and references to "Adherence Letter" shall be deemed to be to this section (and references to "such party's Adherence Letter" and "its Adherence Letter" shall be read accordingly), (ii) references to "adheres to the Protocol" shall be deemed to be "enters into this Agreement", (iii) references to "Protocol Covered Agreement" shall be deemed to be references to this Agreement (and each "Protocol Covered Agreement" shall be read accordingly), and (iv) references to "Implementation Date" shall be deemed to be references to the date of this Agreement. For the purposes of this section:

1. Dealer is a Portfolio Data Sending Entity and Counterparty is a Portfolio Data Receiving Entity;

2. Dealer and Counterparty may use a Third Party Service Provider, and each of Dealer and Counterparty consents to such use including the communication of the relevant data in relation to Dealer and Counterparty to such Third Party Service Provider for the purposes of the reconciliation services provided by such entity.

3. The Local Business Days for such purposes in relation to Dealer and Counterparty is New York, New York, USA.

4. The following are the applicable email addresses.

Portfolio Data:	Dealer: [e-mail address]
	Counterparty: [e-mail address]
Notice of discrepancy:	Dealer: [e-mail address]
	Counterparty: [e-mail address]
Dispute Notice:	Dealer: [e-mail address]
	Counterparty: [e-mail address]][5]

(x) **[NFC Representation Protocol.** The parties agree that the provisions set out in the Attachment to the ISDA 2013 EMIR NFC Representation Protocol published by ISDA on March 8, 2013 (the "NFC Representation Protocol") shall apply to the Agreement as if each party were an Adhering Party under the terms of the NFC Representation Protocol. In respect of the Attachment to the Protocol, (i) the definition of "Adherence Letter" shall be deemed to be deleted and references to "Adherence Letter" shall be deemed to be to this section (and references to "the relevant Adherence Letter" and "its Adherence Letter" shall be read accordingly), (ii) references to "adheres to the Protocol" shall be deemed to be "enters into this Agreement", (iii) references to "Covered Master Agreement" shall be deemed to be references to this Agreement (and each "Covered Master Agreement" shall be read accordingly), and (iv) references to "Implementation Date" shall be deemed to be references to the date of this Agreement. Counterparty confirms that it enters into this Agreement as a party making the NFC Representation (as such term is defined in the NFC Representation Protocol). Counterparty shall promptly notify Dealer of any change to its status as a party making the NFC Representation.]

5 Dealer to advise.

(y) **Part 2(b) of the ISDA Schedule – Payee Representation:**

For the purpose of Section 3(f) of this Agreement, Counterparty makes the following representation to Dealer:

Counterparty is a corporation established under the laws of the State of Pennsylvania and is a U.S. person (as that term is defined in Section 7701(a)(30) of the Code).

For the purpose of Section 3(f) of this Agreement, Dealer makes the following representation to Counterparty:

It is a "U.S. person" (as that term is used in Section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

[OR IF DEALER IS NON-US

(A) It is a "foreign person" (as that term is used in Section 1.6041-4(a)(4) of the United States Treasury Regulations) for U.S. federal income tax purposes and

(B) Each payment received or to be received by it in connection with this Confirmation will be effectively connected with its conduct of a trade or business in the United States.]

(z) **Part 3(a) of the ISDA Schedule – Tax Forms:**

For purposes of Section 4(a)(i) of the Agreement, each party shall provide to the other party a valid United States Internal Revenue Service Form W-9 (or successor thereto), (i) on or before the date of execution of this Confirmation and (ii) promptly upon learning that any such tax form previously provided by it has become inaccurate or incorrect. Additionally, each party shall, promptly upon request by the other party, provide such other tax forms and documents reasonably requested by the other party.

[OR IF DEALER IS NON-US

For purposes of Section 4(a)(i) of the Agreement, Counterparty shall provide to the Dealer a valid United States Internal Revenue Service Form W-9 (or successor thereto) and Dealer shall provide to Counterparty a valid United States Internal Revenue Service Form W-8ECI (or successor thereto), (i) on or before the date of execution of this Confirmation and (ii) promptly upon learning that any such tax form previously provided by it has become inaccurate or incorrect. Additionally, each party shall, promptly upon request by the other party, provide such other tax forms and documents reasonably requested by the other party.]

(aa) **Withholding Tax Imposed on Payments to Non-US Counterparties under the United States Foreign Account Tax Compliance Act .** "Tax" and "Indemnifiable Tax," each as defined in Section 14 of the Agreement, shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a " **FATCA Withholding Tax** "). For the avoidance of doubt, a Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(bb) **HIRE Act.** "Tax" and "Indemnifiable Tax", each as defined in Section 14 of the Agreement, shall not include any tax imposed on payments treated as dividends from sources within the United States under Section 871(m) of the Code or any regulations issued thereunder (a "Section 871(m) Withholding Tax"). For the avoidance of doubt, a Section 871(m) Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(cc) **Additional ISDA Schedule Terms**

(i) **Automatic Early Termination**. The "Automatic Early Termination" provision of Section 6(a) of the Agreement will not apply to Dealer and will not apply to Counterparty.

(ii) **Consent to Recording**. Each party (i) consents to the monitoring or recording, at any time and from time to time, by the other party of any and all communications between officers or employees of the parties, (ii) waives any further notice of such monitoring or recording, and (iii) agrees to notify (and, if required by law, obtain the consent of) its officers and employees with respect to such monitoring or recording. Any such recording may be submitted in evidence to any court or in any Proceeding for the purpose of establishing any matters pertinent to the Transaction.

(iii) **Severability**. In the event any one or more of the provisions contained in this Confirmation or the Agreement shall be held illegal, invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

6. **Account Details:**

(a) Account for payments to Counterparty:

Wells Fargo Trust & Custody
ABA: 121000248
Acct: Trust Wire Clearing
Acct No.: 0000840245
FFC: InterDigital, Inc.; 26266300

(b) [Account for payments to Dealer:

Bank: [_____]
ABA# [_____]
BIC: [_____]
Acct: [_____]
Beneficiary: [_____]
Ref: [_____]

Account for delivery of Shares to Dealer:

Bank: [_____]
ABA# [_____]
BIC: [_____]
Acct: [_____]
Beneficiary: [_____]
Ref: [_____]

7. **Offices:**

The Office of Counterparty for the Transaction is: Inapplicable, Counterparty is not a Multibranch Party.

The Office of Dealer for the Transaction is: Inapplicable, Dealer is not a Multibranch Party.

8. **Notices:**

For purposes of this Confirmation:

(a) Address for notices or communications to Counterparty:

InterDigital, Inc.
200 Bellevue Parkway, Suite 300,
Wilmington, Delaware 19809-3727
Attention: Richard Brezski
Telephone: (+1) 302.281.3621
Facsimile: (+1) 302-281-3761

with a copy to:

InterDigital, Inc.
200 Bellevue Parkway, Suite 300,
Wilmington, Delaware 19809-3727
Attention: Jannie Lau
Telephone: (+1) 302.281.3614
Facsimile: (+1) 302-281-3763

(b) Address for notices or communications to Dealer:

[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Facsimile: [_____]

with a copy to:

[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Facsimile: [_____]

This Confirmation may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE SECURITIES REPRESENTED BY THE CONFIRMATION HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER UNITED STATES FEDERAL OR STATE SECURITIES LAWS; SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF APPROPRIATE REGISTRATION UNDER SUCH SECURITIES LAWS OR EXCEPT IN A TRANSACTION EXEMPT FROM OR NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF SUCH SECURITIES LAWS.

Counterparty hereby agrees to check this Confirmation and to confirm that the foregoing correctly sets forth the terms of the Transaction by signing in the space provided below and returning to Dealer a facsimile of the fully-executed Confirmation to Dealer. Originals shall be provided for your execution upon your request.

Very truly yours,

[DEALER]
acting solely as Agent in connection with the Transaction

By: _____
Name:
Title:

Accepted and confirmed as of the Trade Date:

INTERDIGITAL, INC.

By: _____
Name:
Title:

SCHEDULE A

For purposes of the Transaction, the following terms shall have the following values/meanings:

1. Strike Price: [_____]
2. Premium: [_____]
3. Final Disruption Date: [_____]

SCHEDULE B

For each Component of the Transaction, the Number of Warrants and Expiration Date is set forth below.

Component Number	Number of Warrants	Expiration Date

(Back To Top)

Section 6: EX-10.4 (EX-10.4)

Exhibit 10.4

PARTIAL UNWIND AGREEMENT
with respect to the Base Call Option Transaction Confirmation, dated March 5, 2015
and the Base Warrant Confirmation, dated March 5, 2015
between InterDigital, Inc. and [*Dealer*]

THIS PARTIAL UNWIND AGREEMENT (this "**Agreement**") with respect to the Base Call Option Transaction Confirmation (as defined below) and the Base Warrant Confirmation (as defined below) is made as of May 29, 2019 between InterDigital, Inc. (the "**Company**") and [ ] ("**Dealer**").

WHEREAS, the Company and Dealer entered into a Base Call Option Transaction confirmation dated as of March 5, 2015 (the "**Call Option Transaction Confirmation**"), relating to the Company's 1.50% Convertible Senior Notes due 2020 (the "**Convertible Notes**");

WHEREAS, the Company and Dealer entered into (i) a Base Warrants confirmation, dated as of March 5, 2015 (the "**Warrant Confirmation**"), pursuant to which the Company issued to Dealer warrants to purchase shares of common stock of the Company and (ii) an Additional Warrants confirmation, dated as of March 9, 2015 (the "**Additional Warrant Confirmation**"), pursuant to which the Company issued to Dealer additional warrants to purchase shares of common stock of the Company;

WHEREAS, in connection with a repurchase by the Company of $[ ] aggregate principal amount of Convertible Notes, the Company has requested, and Dealer has agreed, to terminate the Call Option Transaction Confirmation with respect to [ ] Options (the "**Unwind Options**") underlying the Call Option Transaction Confirmation;

WHEREAS, Dealer has requested, and the Company has agreed, to unwind the Warrant Confirmation with respect to [ ] Warrants (the "**Unwind Warrants**") underlying the Warrant Confirmation;

NOW, THEREFORE, in consideration of their mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

1. Defined Terms. Any capitalized term not otherwise defined herein shall have the meaning set forth for such term in the Call Option Transaction Confirmation or the Warrant Confirmation, as applicable.

2. Partial Call Option Unwind. On the Payment Date (as defined below), the Number of Options in the Call Option Transaction Confirmation shall be reduced by the number of Unwind Options, from [ ] to [ ].

3. Partial Warrant Unwind. On the Payment Date, the Number of Warrants in the Warrant Confirmation shall be reduced by the number of Unwind Warrants, and the Number of Warrants for the respective Components specified in Schedule B of the Warrant Confirmation shall be deleted and replaced with the Number of Warrants for the respective Components specified in Annex A hereto.

4. Procedures for Partial Unwind. Pursuant to the terms of this Agreement, on the Hedge Unwind Date (as defined below) Dealer (or an affiliate of Dealer), for the account of Dealer, shall unwind a portion of its hedge of the Options underlying the Call Option Transaction Confirmation and the Warrants underlying the Warrant Confirmation. "**Hedge Unwind Date**" means May 29, 2019.

5. Payments. On June 3, 2019, (the "**Payment Date**"), Dealer shall pay to the Company in immediately available funds, cash in an amount equal to the Unwind Price (as defined in Annex C hereto).

6. Confirmation of Additional Warrants. With respect to the Additional Warrant Confirmation, and for clarity, the parties agree and acknowledge that the Number of Warrants for the respective Components of the Additional Warrant Confirmation shall be as specified in Annex B hereto, such Number of Warrants being the number as set forth in the original Additional Warrant Confirmation as adjusted to the date hereof pursuant to the terms of the Additional Warrant Confirmation.

7. Representations and Warranties of the Company. The Company represents and warrants to Dealer on the date hereof that:

(a) the Company has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to the Company, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by the Company with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with;

(d) the Company's obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));

(e) the Company is not in possession of any material nonpublic information regarding the Company or its common stock;

(f) the Company (A) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (B) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (C) has total assets of at least $50 million; and

(g) the Company is not entering into this Agreement to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) or otherwise in violation of the Exchange Act.

8. Representations and Warranties of Dealer. Dealer represents and warrants to the Company on the date hereof that:

(a) Dealer has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance;

(b) such execution, delivery and performance do not violate or conflict with any law applicable to Dealer, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(c) all governmental and other consents that are required to have been obtained by Dealer with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(d) Dealer's obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

9. Account for Payment to the Company:

To be advised.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without reference to choice of law doctrine).

11. No Other Changes. Except as expressly set forth herein, all of the terms and conditions of the Call Option Transaction Confirmation and the Warrant Confirmation shall remain in full force and effect and are hereby confirmed in all respects.

12. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all of the signatures thereto and hereto were upon the same instrument.

13. No Reliance, etc. The Company hereby confirms that it has relied on the advice of its own counsel and other advisors (to the extent it deems appropriate) with respect to any legal, tax, accounting, or regulatory consequences of this Agreement, that it has not relied on Dealer or its affiliates in any respect in connection therewith, and that it will not hold Dealer or its affiliates accountable for any such consequences.

14. Acknowledgments and Agreements. The Company acknowledges and agrees that (i) the Company does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of the Shares by Dealer (or its agent or affiliate) in connection with this Agreement and (ii) the Company is entering into this Agreement in good faith and not as part of a plan or scheme to evade compliance with federal securities laws including, without limitation, Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended. For the avoidance of doubt, the Company agrees that Section 13.2 of the Equity Definitions remains applicable with respect to any Hedge Positions and Hedging Activities of Dealer in respect of the Transactions subject to the Call Option Transaction Confirmation and the Warrant Confirmation and the transactions contemplated by this Agreement.

15. Unwind Options and Unwind Warrants. Except for the payment pursuant to this Agreement, the parties agree that no payments or deliveries shall become due or payable and no exercises shall occur, with respect to the Unwind Options and Unwind Warrants.

16. Effectiveness. In the event the sale of the Company's 2.00% Convertible Senior Notes due 2024 is not consummated with the initial purchasers thereof on June 3, 2019 (such date, or such later date as agreed upon by the parties "Early Termination Date"), this Agreement shall automatically terminate (the "Early Termination") on the Early Termination Date and (i) this Agreement and all of the respective rights and obligations of Dealer and Company under this Agreement shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with this Agreement either prior to or after the Early Termination Date. Each of Dealer and Company represents and acknowledges to the other that, upon an Early Termination, all obligations with respect to this Agreement shall be deemed fully and finally discharged, and all of the terms and conditions of the Call Option Transaction Confirmation and the Warrant Confirmation as in effect prior to execution of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and the year first above written.

INTERDIGITAL, INC.

By: _____
Authorized Signatory
Title:

[*DEALER*]

By: _____
Authorized Signatory
Title:

Annex A – Base Warrant Confirmation

[*Insert updated Number of Warrants for each Component*]

Annex B – Additional Warrant Confirmation

[*Insert updated Number of Warrants for each Component*]

Annex C

Unwind Price: $[ ]

(Back To Top)