
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): **February 12, 2004**

AFFILIATED MANAGERS GROUP, INC.

(Exact name of Registrant as specified in charter)

Delaware
(State or other jurisdiction of
incorporation)

001-13459
(Commission file number)

04-3218510
(IRS employer identification no.)

600 Hale Street
Prides Crossing, Massachusetts
(Address of principal executive offices)

01965
(Zip Code)

(617) 747-3300
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

ITEM 5. OTHER EVENTS.

On February 12, 2004, Affiliated Managers Group, Inc. (the "Company") closed its previously announced institutional private placement of 250,000 mandatory convertible securities (the "PRIDES") and repurchase of approximately 1.7 million shares of its common stock from the initial purchaser of the PRIDES.

The PRIDES initially will consist of units referred to as Income PRIDES, each with a stated amount of \$1,000. Each Income PRIDES will include a purchase contract pursuant to which the holder will purchase from the Company shares of Company common stock on February 17, 2008 and the Company will make quarterly contract adjustment payments at the rate of 2.525% of the \$1,000 stated amount per annum. Each Income PRIDES will also include \$1,000 principal amount of senior notes due February 17, 2010. The notes will bear interest at the rate of 4.125% per annum, payable quarterly commencing on May 17, 2004.

The PRIDES have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This report does not constitute an offer to sell or the solicitation of an offer to buy any securities. Any offer of the PRIDES was made only by means of the private offering memorandum.

In connection with the private placement of the PRIDES, the Company is filing certain exhibits as part of this Form 8-K. See "Item 7. Financial Statements, Pro Forma Financial Information and Exhibits."

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS.

(a) Financial Statements of Business Acquired.

Not applicable.

(b) Pro Forma Financial Information.

Not applicable.

(c) Exhibits.

See the Exhibit Index attached hereto.

SIGNATURES

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

AFFILIATED MANAGERS GROUP, INC.

Date: February 23, 2004

By: /s/ Darrell W. Crate
Darrell W. Crate
Executive Vice President and Chief
Financial Officer

Exhibit Index

- 1.1 Purchase Agreement, dated February 6, 2004, by and among Affiliated Managers Group, Inc., Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated.
- 4.1 Second Supplemental Indenture, dated February 12, 2004, between Affiliated Managers Group, Inc. and The Bank of New York, as Trustee.
- 4.2 Purchase Contract Agreement, dated February 12, 2004, between Affiliated Managers Group, Inc. and The Bank of New York, as Purchase Contract Agent.
- 4.3 Pledge Agreement, dated February 12, 2004, between Affiliated Managers Group, Inc. and The Bank of New York, as Collateral Agent, Custodial Agent, Purchase Contract Agent and Securities Intermediary.
- 4.4 Remarketing Agreement, dated February 12, 2004, by and among Affiliated Managers Group, Inc., The Bank of New York, as Purchase Contract Agent, and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated as Remarketing Agent and Reset Agent.
- 4.5 Registration Rights Agreement, dated February 12, 2004, by and among Affiliated Managers Group, Inc. and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated.
- 4.6 Form of 4.125% Senior Note (included as part of Exhibit 4.1).
- 4.7 Form of Income Prides Certificate (included as Exhibit A to Exhibit 4.2).
- 4.8 Form of Growth Prides Certificate (included as Exhibit B to Exhibit 4.2).

AFFILIATED MANAGERS GROUP, INC.

(a Delaware corporation)

250,000 PRIDESSM

consisting of

250,000 Income PRIDESSM

PURCHASE AGREEMENT

Dated: February 6, 2004

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AFFILIATED MANAGERS GROUP, INC.
(a Delaware corporation)

250,000 PRIDES

consisting of

250,000 Income PRIDES

PURCHASE AGREEMENT

February 6, 2004

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
4 World Financial Center
New York, New York 10080

Ladies and Gentlemen:

Affiliated Managers Group, Inc., a Delaware corporation (the “Company”), confirms its agreement with Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated (the “Initial Purchaser” or “Merrill Lynch”) with respect to the issue and sale by the Company and the purchase by the Initial Purchaser of 250,000 PRIDESSM or the “Securities”, which will initially consist of units (referred to as “Income PRIDESSM”) with a Stated Amount of \$1,000, comprised of (a) a stock purchase contract (the “Purchase Contract”) under which (i) the holder will purchase from the Company on February 17, 2008 a number of shares of common stock, par value \$0.01 per share, of the Company (the “Common Stock”) equal to the Settlement Rate as set forth in the Purchase Contract Agreement (as defined below) and (ii) the Company will pay certain Contract Adjustment Payments (as defined in the Purchase Contract Agreement) to the holders as provided in the Purchase Contract Agreement, and (b) \$1,000 principal amount of the Company’s 4.25% Senior Notes due February 17, 2010 (a “Senior Note”) issued pursuant to an indenture, dated as of December 21, 2001, between the Company and Wachovia Bank, National Association (as successor to First Union National Bank), as trustee, as amended by a Replacement Trustee Agreement, by and between The Bank of New York and the Company (collectively the “Base Indenture”) as supplemented by a second supplemental indenture, to be dated February 12, 2004 between The Bank of New York, as trustee (the “Trustee”) and the Company (the “Second Supplemental Indenture” together with the Base Indenture, the “Indenture”). The Senior Notes that will initially constitute a component of the Securities are hereinafter referred to as the “Underlying Notes”). In accordance with the terms of the Purchase Contract Agreement, to be dated as of February 12, 2004, between the Company and The Bank of New York, as purchase contract agent (the “Purchase Contract Agent”), the Underlying Notes will be pledged by the Purchase Contract Agent, on behalf of the holders of the Securities, to The Bank of New York, as collateral agent (the “Collateral Agent”), pursuant to the Pledge

Agreement, to be dated as of February 12, 2004 (the “Pledge Agreement”), among the Company, the Purchase Contract Agent and the Collateral Agent, to secure such holders’ obligation to purchase Common Stock under the Purchase Contracts. Under the terms of the Purchase Contract Agreement and Pledge Agreement, holders of Income PRIDES are permitted to substitute certain treasury securities (“Treasury Securities”) for the Senior Notes as collateral in order to create “Growth PRIDESSM” (“Growth PRIDES”). Growth PRIDES will consist of a unit with a Stated Amount of \$1,000 comprised of (a) a Purchase Contract and (b) an undivided beneficial interest in a zero-coupon U.S. Treasury Security maturing on February 15, 2008. The rights and obligations of (i) a holder of Income PRIDES in respect of Senior Notes, subject to the pledge thereof, and Purchase Contracts, (ii) a holder of Growth PRIDES in respect of a beneficial interest in the Treasury Securities, subject to the pledge thereof, and Purchase Contracts, and (iii) a holder of separately trading Senior Notes resulting from the creation of Growth PRIDES will, in each case, be evidenced by Security Certificates.

The Company understands that the Initial Purchaser may hold all or a portion of the Securities for investment but agrees that the Initial Purchaser may resell, subject to the conditions set forth herein, all or a portion of the Securities to purchasers it reasonably believes to be qualified institutional buyers (as defined below) (“Subsequent Purchasers”) at any time after this Agreement has been executed and delivered, subject to compliance by the Initial Purchaser with the representations and warranties set forth in Section 2 and the procedures set forth in Section 6 hereof. The Securities are to be offered and sold through the Initial Purchaser without being registered under the Securities Act of 1933, as amended (the “1933 Act”), in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors that acquire Securities may only resell or otherwise transfer such Securities if such Securities are hereafter registered under the 1933 Act or if an exemption from the registration requirements of the 1933 Act is available.

Pursuant to a remarketing agreement (the “Remarketing Agreement”) to be dated as of February 12, 2004, among the Company, the Purchase Contract Agent and a nationally recognized investment banking firm chosen by the Company, the Senior Notes may be remarketed, subject to certain terms and conditions.

The offering memorandum relating to the offering of the Securities, in the form first furnished to the Initial Purchaser by the Company for use in connection with the purchase of the Securities, is referred to herein as the “Offering Memorandum,” provided, however, that all references to the “Offering Memorandum” shall also be deemed to include all documents incorporated therein by reference pursuant to the Securities Exchange Act of 1934, as amended (the “1934 Act”), prior to the time the applicable Offering Memorandum was first furnished to the Initial Purchaser by the Company.

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” (or other references of like import) in the Offering Memorandum shall be deemed to mean and include all such financial statements and schedules and other

the filing of any document under the 1934 Act which is incorporated by reference in the Offering Memorandum, after the execution of this Agreement.

The Common Stock to be issued upon settlement of the Purchase Contracts will be subject to registration rights set forth in the registration rights agreement between the Company and Initial Purchaser (the "Registration Rights Agreement") pursuant to which the Company agrees, among other things, to use its reasonable efforts to file a shelf registration statement with the Securities and Exchange Commission (the "Commission") under the 1933 Act relating to such Common Stock.

The Remarketing Agreement, the Purchase Contract Agreement, the Pledge Agreement, the Registration Rights Agreement and this Agreement are referred to collectively as the "Operative Agreements."

Section 1. Representations and Warranties.

(a) *Representations and Warranties by the Company.* The Company represents and warrants to the Initial Purchaser as of the date hereof and as of the Closing Time (in each case, a "Representation Date"), as follows:

(1) Offering Memorandum. The Offering Memorandum does not, and at Closing Time will not, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation, warranty and agreement shall not apply to statements in or omissions from the Offering Memorandum made in reliance upon and in conformity with written information furnished to the Company by the Initial Purchaser expressly for use in the Offering Memorandum.

(2) Incorporated Documents. The Offering Memorandum as delivered from time to time shall incorporate by reference the most recent Annual Report of the Company on Form 10-K filed with the Commission and each Quarterly Report of the Company on Form 10-Q and each Current Report of the Company on Form 8-K filed with the Commission since the end of the fiscal year to which such Annual Report relates (collectively, the "Incorporated Documents"). The documents incorporated or deemed to be incorporated by reference in the Offering Memorandum at the time they were or hereafter are filed with the Commission complied and will comply in all material respects with the requirements of the 1934 Act and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), and, when read together with the other information in the Offering Memorandum, at the time the Offering Memorandum was issued and at Closing Time, did not and will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(3) Independent Accountants. The accountants who certified the financial statements and supporting schedules included in the Offering Memorandum are

independent public accountants as required by the 1933 Act and the rules and regulations of the Commission thereunder (the "1933 Act Regulations").

(4) Financial Statements. The financial statements included in or incorporated into the Offering Memorandum, together with the related schedules and notes, present fairly the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved, except as stated therein. The supporting schedules incorporated by reference in the Offering Memorandum present fairly in accordance with GAAP the information required to be stated in the Incorporated Documents. The selected financial data and the summary financial information included in the Offering Memorandum present fairly the information shown therein and have been compiled on a basis consistent in all material respects with that of the audited financial statements included in or incorporated by reference in the Offering Memorandum.

(5) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Offering Memorandum, except as otherwise stated therein, (A) there has been no material adverse change or prospective material adverse change in the business, management, financial position, stockholders equity or results of operations of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), and (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries considered as one enterprise, and there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(6) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Offering Memorandum and to enter into and perform its obligations under, or as contemplated by, this Agreement and the Operative Agreements. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

(7) Good Standing of Subsidiaries. Each subsidiary of the Company has been duly organized or formed and is validly existing as a corporation, limited partnership, limited liability company, Massachusetts business trust or general partnership, as the case may be, under the laws of its jurisdiction of organization and is in good standing under the laws of its jurisdiction of organization, has power (corporate or otherwise) and authority to own, lease and operate its properties and to conduct its business as described

in the Offering Memorandum or in the Incorporated Documents and is duly qualified as a foreign corporation, limited partnership, limited liability company, Massachusetts business trust or general partnership, as the case may be, to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not result in a Material Adverse Effect. Except as otherwise disclosed in the Offering Memorandum or in the Incorporated Documents, all of the issued shares of capital stock of each subsidiary of the Company which is a corporation, have been duly authorized and validly issued, and are fully paid and non-assessable, and (except for directors' qualifying shares and as described generally in the Offering Memorandum and in the Incorporated Documents) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, in each case with such exceptions, individually or in the aggregate, as would not have a Material Adverse Effect. The partnership interests, membership interests and shares of beneficial interest of each subsidiary of the Company which is a partnership, limited liability company or Massachusetts business trust have been validly issued in accordance with applicable law and the partnership agreement, limited liability agreement or declaration of trust, as applicable, of such subsidiary, and (except as described generally in the Offering Memorandum or in the Incorporated Documents) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except, in the case of each subsidiary of the Company, for liens, encumbrances, equities or claims which individually or in the aggregate would not be material to the Company's ownership of such subsidiary or to the Company's exercise of its rights with respect to such subsidiary; and none of the outstanding shares of capital stock, partnership interests, membership interests or shares of beneficial interests, as the case may be, of any subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such subsidiary.

(8) Capitalization. The authorized, issued and outstanding shares of capital stock of the Company are as set forth in the Offering Memorandum in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Offering Memorandum or in the Incorporated Documents or pursuant to the exercise of convertible securities or options referred to in the Offering Memorandum or in the Incorporated Documents). The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(9) Authorization of the Indenture. The Indenture has been duly authorized by the Company and, when duly executed and delivered by the Company and the Trustee, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(10) Authorization of the Purchase Contract Agreement. The Purchase Contract Agreement has been duly authorized by the Company and, when duly executed and delivered by the Company and assuming due authorization, execution and delivery of the Purchase Contract Agreement by the Purchase Contract Agent, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(11) Authorization of the Pledge Agreement. The Pledge Agreement has been duly authorized by the Company and, when duly executed and delivered by the Company and assuming due authorization, execution and delivery of the Pledge Agreement by the Collateral Agent and the Purchase Contract Agent, will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(12) Authorization of the Registration Rights Agreement. The Registration Rights Agreement has been duly authorized by the Company and, when duly executed and delivered by the Company will constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(13) Authorization of the Senior Notes. The Senior Notes have been duly authorized and, at the Closing Time, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

(14) Authorization of the Income PRIDES. The Income PRIDES have been duly authorized and, at the Closing Time, will have been duly executed by the Company and, when issued and delivered against the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles. The issuance of the Income PRIDES is not subject to preemptive or other similar rights.

(15) Authorization of the Growth PRIDES. The Growth PRIDES have been duly authorized and, when duly executed by the Company, issued and delivered against the purchase price therefor as provided in this Agreement, will constitute valid and

binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general

equitable principles.

(16) Authorization and Description of Common Stock. The Common Stock conforms to all statements relating thereto in the Offering Memorandum or in the Incorporated Documents, and such description conforms in all material respects to the rights set forth in the instruments defining the same. Upon issuance and delivery of the Securities in accordance with this Agreement and the Indenture, the Securities will be convertible at the option of the holder thereof for shares of Common Stock in accordance with the terms of the Securities and the Indenture; the shares of Common Stock issuable upon settlement of the Purchase Contracts have been duly authorized and reserved for issuance upon such settlement by all necessary corporate action and such shares, when issued upon such settlement, will be validly issued and will be fully paid and non-assessable; and the issuance of such shares upon such settlement will not be subject to the preemptive or other similar rights of any securityholder of the Company.

(17) Authorization of this Agreement and the Remarketing Agreement. This Agreement and Remarketing Agreement have been duly authorized, and this Agreement has been duly executed and delivered by the Company.

(18) Descriptions of the Securities and the Indenture. The description of the Securities and the Indenture set forth in the Offering Memorandum is correct in all material respects.

(19) Descriptions of the Operative Agreements. The descriptions of the Operative Agreements, set forth in the Offering Memorandum are correct in all material respects.

(20) Absence of Defaults and Conflicts. Neither the Company nor any of its subsidiaries is in violation of its charter or by-laws or other constituting or organizational document or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound, or to which any of the property or assets of the Company or any subsidiary is subject (collectively, "Agreements and Instruments") except for such defaults that would not result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement, the Indenture, the Securities and each of the Operative Agreements and the consummation of the transactions contemplated herein and in the Offering Memorandum (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Offering Memorandum under the caption "Use of Proceeds" and the issuance of the shares of Common Stock issuable upon settlement of the Purchase Contracts) and compliance by the Company with its obligations hereunder, and under the Indenture, the Securities and each of the Operative Agreements, have been duly authorized by all necessary corporate action and do not, whether with or without the

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giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws or other constituting or organizational instrument as in effect on the date hereof of the Company or any subsidiary or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any subsidiary or any of their assets, properties or operations, except for any such violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of law which would not result in a Material Adverse Effect. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any subsidiary.

(21) Absence of Labor Dispute. No material labor dispute with the employees of the Company or any subsidiary exists or, to the knowledge of the Company, is imminent.

(22) Absence of Proceedings. Except as disclosed in the Offering Memorandum or in the Incorporated Documents, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company or any subsidiary, which, singly or in the aggregate, would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder.

(23) Accuracy of Exhibits. All of the descriptions of contracts or other documents contained or incorporated by reference in the Offering Memorandum are accurate and complete descriptions in all material respects of such contracts or other documents.

(24) Possession of Intellectual Property. The Company and its subsidiaries own or possess the intellectual property necessary to carry on the business now operated by them, and neither the Company nor, to the best of the Company's knowledge, any of its subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any such intellectual property or of any facts or circumstances which would render any such intellectual property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

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(25) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder or under the Indenture or for the entry into the Purchase Contracts underlying the Income PRIDES, in connection with the offering, issuance or sale of the Securities hereunder, the issuance of shares of Common Stock upon settlement of the Purchase Contracts or the consummation of the transactions contemplated by this Agreement, or for the due execution, delivery or performance of the Agreement, the Indenture or the Operative

Agreements, except such as have been already obtained or as may be required under the 1933 Act or the 1933 Act Regulations or state securities laws.

(26) Possession of Licenses and Permits. The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, “Governmental Licenses”) issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them; the Company and its subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except in any such case where the failure to so possess or to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(27) Title to Property. The Company and its subsidiaries have good and marketable title to all real property owned by the Company and its subsidiaries and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Offering Memorandum or (b) would not, singly or in the aggregate, result in a Material Adverse Effect; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the Offering Memorandum or in the Incorporated Documents, are in full force and effect, and neither the Company nor any subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(28) Investment Company Act. Neither the Company nor any of its subsidiaries are, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Offering Memorandum will be, an “investment company” or an entity “controlled” by an

“investment company” as such terms are defined in the Investment Company Act of 1940, as amended (the “1940 Act”).

(29) Environmental Laws. Except as described in the Offering Memorandum or in the Incorporated Documents and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company nor any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, “Hazardous Materials”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, “Environmental Laws”), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or, to the best knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its subsidiaries, and (D) to the best knowledge of the Company, there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company or any of its subsidiaries relating to Hazardous Materials or the violation of any Environmental Laws.

(30) Adviser Activities and Broker-Dealer Business. The Company is not required to register as an “investment adviser” or as a “broker-dealer” within the Investment Advisers Act of 1940, as amended (the “Advisers Act”) or the 1934 Act, respectively, and the rules and regulations of the Commission promulgated thereunder. The Company is not required to be registered, licensed or qualified as an investment adviser or broker-dealer under the laws requiring any such registration, licensing or qualification in any jurisdiction in which it or its subsidiaries conduct business.

Each of the subsidiaries has been duly registered as an investment adviser under the Advisers Act, and has been duly registered as a broker-dealer under the 1934 Act, and each such registration is in full force and effect, in each case to the extent such registration is required and with such exceptions as would not reasonably be expected to have a Material Adverse Effect. Each of the subsidiaries is duly registered, licensed or qualified as an investment adviser and broker-dealer under state and local laws where such registration, licensing or qualification is required by such laws and is in compliance with all such laws requiring any such registration, licensing or qualification, in each case with such exceptions, individually or in the aggregate, as would not reasonably be expected to have a Material Adverse Effect.

(31) Compliance with Laws. Each of the subsidiaries which is required to be registered as an investment adviser or broker-dealer is and has been in compliance with all applicable laws and governmental rules and regulations, as may be applicable to its investment advisory or broker-dealer business, except to the extent that such non-compliance would not reasonably be expected to result in a Material Adverse Effect and none of such subsidiaries is prohibited by any provision of the Advisers Act or the 1940 Act from acting as an investment adviser. Each subsidiary of the Company which is required to be registered as a broker-dealer is a member in good standing of the National Association of Securities Dealers, Inc. No subsidiary which is required to be registered as an investment adviser or broker-dealer is in default with respect to any judgment, order, writ, injunction, decree, demand or assessment issued by any court or any foreign, federal, state, municipal or other governmental agency, board, commission, bureau, instrumentality or department, domestic or foreign, or by any self-regulatory authority relating to any aspect of its investment advisory or broker-dealer business, which would need to be disclosed pursuant to Rule 206(4)-4(b) under the Advisers Act, or which is reasonably likely to give rise to an affirmative answer to any of the questions in Item 11, Part 1 of the Form ADV of such registered investment adviser or which is reasonably likely to give rise to an affirmative answer to any of the questions in Item 7 of the Form BD of such broker-dealer.

(32) Registration of Funds. Each mutual fund (the “Mutual Funds”) has been since inception, is currently and will be immediately after consummation of the transactions contemplated herein, a duly registered investment company in compliance with the 1940 Act, and the rules and regulations promulgated thereunder and duly registered or licensed, except where any failure to be duly registered, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect. Since their initial offering, shares of each of the Mutual Funds have been duly qualified for sale under the securities laws of each jurisdiction in which they have been sold or offered for sale at such time or times during which such qualification was required, and, if not so qualified, the failure to so qualify would not reasonably be expected to have a Material Adverse Effect. The offering and sale of shares of each of the Mutual Funds have been registered under the 1933 Act during such period or periods for which such registration is required; the related registration statement has become effective under the 1933 Act; no stop order suspending the effectiveness of any such registration statement has been issued and no proceedings for that purpose have been instituted or, to the best knowledge of the Company, are contemplated. Except to the extent that such failure to comply, misstatement or omission, as the case may be, would not result in a Material Adverse Effect, the registration statement of each Mutual Fund, together with the amendments and supplements thereto, under the 1940 Act and the 1933 Act has, at all times when such registration statement was effective, complied in all material respects with the requirements of the 1940 Act and the 1933 Act then in effect and neither such registration statement nor any amendments or supplements thereto contained, at the time and in light of the circumstances in which they were made, an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, at the time and in the light of the circumstances under which they were made, not misleading. All shares of each of the Mutual Funds were sold pursuant to an effective registration statement, or pursuant to a valid exemption from

registration, and have been duly authorized and are validly issued, fully paid and non-assessable. Each of the Mutual Funds’ investments has been made in accordance with its investment policies and restrictions set forth in its registration statement in effect at the time the investments were made and have been held in accordance with its respective investment policies and restrictions, to the extent applicable and in effect at the time such investments were held, except to the extent any failure to comply with such policies and restrictions, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(33) Agreements. The Company is not party to any investment advisory agreement or distribution agreement and is not serving or acting as an investment adviser to any person. Each of the investment advisory agreements to which any of the subsidiaries is a party is a legal and valid obligation of such subsidiary and complies with the applicable requirements of the Advisers Act and the rules and regulations of the Commission thereunder, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each of the investment advisory agreements and distribution agreements between a subsidiary and a Mutual Fund is a legal and valid obligation of such subsidiary and complies with the applicable requirements of the 1940 Act, and in the case of such distribution agreements, with the applicable requirements of the 1934 Act, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No investment advisory agreement or distribution agreement to which any of the subsidiaries is a party that was either in effect on January 1, 2003 or entered into by a subsidiary since January 1, 2003 has been terminated or expired, except where any such termination or expiration would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of such subsidiaries is in breach or violation of or in default under any such investment advisory agreement or distribution agreement, with such exceptions individually or in the aggregate as would not reasonably be expected to have a Material Adverse Effect. No subsidiary is serving or acting as an investment adviser to any person except pursuant to an agreement to which such subsidiary is a party and which is in full force and effect, other than any agreement the non-existence of which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The consummation of the transaction contemplated herein will not constitute an “assignment” as such term is defined in the Advisers Act and the 1934 Act.

(34) Similar Offerings. Neither the Company nor any of its affiliates, as such term is defined in Rule 501(b) under the 1933 Act (each, an “Affiliate”), has, directly or indirectly, solicited any offer to buy, sold or offered to sell or otherwise negotiated in respect of, in the United States or to any United States citizen or resident, any security which is or would be integrated with the sale of the Securities in a manner that would require the offered Securities to be registered under the 1933 Act.

(35) No General Solicitation. None of the Company, its Affiliates or any person acting on its or any of their behalf (other than the Initial Purchaser and its respective affiliates, as to whom the Company makes no representation) has engaged or will engage, in connection with the offering of the offered Securities, in any form of

general solicitation or general advertising within the meaning of Rule 502(c) under the 1933 Act.

(36) No Registration Required. Subject to compliance by the Initial Purchaser with the representations and warranties set forth in Section 2 and the procedures set forth in Section 6 hereof, it is not necessary in connection with the offer, sale and delivery of the offered Securities to the Initial Purchaser and to each Subsequent Purchaser in the manner contemplated by this Agreement and the Offering Memorandum to register the Securities under the 1933 Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the “1939 Act”).

(37) Reporting Company. The Company is subject to the reporting requirements of Section 13 or Section 15(d) of the 1934 Act.

(b) Officers’ Certificates. Any certificate signed by any officer of the Company delivered to the Initial Purchaser or to counsel for the Initial Purchaser in connection with the offering of the Securities shall be deemed a representation and warranty by the Company to the Initial Purchaser as to the matters covered thereby on the date of such certificate and, unless subsequently amended or supplemented, at each Representation Date subsequent thereto.

Section 2. Sale and Delivery to Initial Purchaser; Closing.

(a) Securities. On the basis of the representations, warranties and agreements herein contained and subject to the terms and conditions herein set forth, the Company agrees to sell to the Initial Purchaser, and the Initial Purchaser agrees to purchase the Securities from the Company, at the Stated Amount per Security.

(b) *Pledge of Securities.* The Underlying Notes will be pledged with the Collateral Agent to secure the obligations of holders of the Income PRIDES to purchase Common Stock under the Purchase Contracts. Such pledge shall be effected by the transfer to the Collateral Agent of the Underlying Notes at the Closing Time in accordance with the Pledge Agreement.

(c) *Payment.* Payment of the purchase price for, and delivery of certificates for, the Securities shall be made at the offices of Sidley Austin Brown & Wood LLP, 787 Seventh Avenue, New York, New York 10019, or at such other place as shall be agreed upon by the Initial Purchaser and the Company, at 10:00 A.M. (Eastern time) on the third (fourth, if the pricing occurs after 4:30 P.M. (Eastern time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 10), or such other time not later than ten business days after such date as shall be agreed upon by the Initial Purchaser and the Company (such time and date of payment and delivery being herein called "Closing Time").

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Initial Purchaser.

(d) *Denominations; Registration.* The Securities and certificates for the Securities shall be in such denominations (\$1,000 or integral multiples thereof) and registered in such names as the Initial Purchaser may request in writing at least one full business day prior to the Closing Time. The certificates for the Securities will be made available for examination and

packaging by the Initial Purchaser in The City of New York not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time.

Section 3. Covenants of the Company. The Company covenants with the Initial Purchaser as follows:

(a) *Delivery of Offering Memorandum.* The Company, as promptly as possible, will furnish to the Initial Purchaser, without charge, such number of copies of the Offering Memorandum and any amendments and supplements thereto and documents incorporated by reference therein as the Initial Purchaser may reasonably request. The Company agrees that prior to the date that is forty-five (45) days after the issue date of the Securities, should there occur any material changes in or affecting the condition, financial or otherwise, or the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise which (i) make any statement in the Offering Memorandum false or misleading in any material respect or (ii) if not disclosed in the Offering Memorandum, would constitute a material omission therefrom, the Company will (1) provide prompt notice to the Initial Purchaser, and confirm such notice in writing, and (2) amend or supplement the Offering Memorandum by preparing and furnishing to the Initial Purchaser an amendment or amendments of, or a supplement or supplements to, the Offering Memorandum (in form and substance satisfactory in the reasonable opinion of counsel for the Initial Purchaser) so that, as so amended or supplemented, the Offering Memorandum will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a Subsequent Purchaser, not misleading; provided, however, that the Company's filing of current reports and periodic reports with the Commission pursuant to the 1934 Act will be deemed to supplement or amend the Offering Memorandum; provided further, that the Company has no obligation to update the Offering Memorandum after the date that is forty-five (45) days after the issue date of the Securities.

(b) *Amendment to Offering Memorandum and Supplements.* The Company will advise the Initial Purchaser promptly of any proposal to amend or supplement the Offering Memorandum and will not effect such amendment or supplement to which the Initial Purchaser shall reasonably object. Neither the consent of the Initial Purchaser, nor the Initial Purchaser's delivery of any such amendment or supplement, shall constitute a waiver of any of the conditions set forth in Section 5 hereof; provided, however, that the Company does not need the consent of the Initial Purchaser if such amendment or supplement is solely as a result of the Company filing a current or periodic report with the Commission pursuant to the 1934 Act.

(c) *Blue Sky Qualifications.* The Company will use its reasonable efforts, in cooperation with the Initial Purchaser, to qualify the Securities and the shares of Common Stock issuable upon settlement of the Purchase Contracts for offering and sale under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Initial Purchaser may designate; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. In each jurisdiction in which the Securities or such shares of Common Stock issuable upon settlement of the Purchase Contracts have been so qualified, the Company will file such statements and reports as may be

required by the laws of such jurisdiction to continue such qualification in effect for so long as may be required in connection with the distribution of the Securities.

(d) *Use of Proceeds.* The Company will use the net proceeds received by it from the sale of the Securities in the manner indicated in the Offering Memorandum under "Use of Proceeds."

(e) *Restriction on Sale of Common Stock and Equity-Linked Securities.* During a period of 14 days after the date of the Offering Memorandum, the Company will not, without the prior written consent of the Initial Purchaser, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, lend or otherwise dispose of or transfer any shares of Common Stock or file any registration statement under the 1933 Act with respect to the Common Stock or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock, in cash or otherwise. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder, (B) any shares of Common Stock or options to purchase or sell shares of Common Stock issued by the Company pursuant to existing options, employee benefit agreements or incentive stock or director stock unit plans or (C) any shares of Common Stock issued as consideration for investments in or acquisition of entities involved in the adviser activities or other financial services related businesses made by the Company or any subsidiary of the Company.

During a period of 90 days after the date of the Offering Memorandum, the Company will not, without the prior written consent of the Initial Purchaser, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, lend or otherwise dispose of or transfer any shares of any securities convertible into or exercisable or exchangeable for Common Stock or file any registration statement under the 1933 Act with respect to any of the foregoing or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Common Stock, whether any such swap or transaction described in clause (i) or (ii) above is to be settled by delivery of such equity-linked securities, in cash or otherwise. The foregoing sentence shall not apply to (A) the Securities to be sold hereunder or (B) equity-linked securities issued as consideration for investments in or acquisition of entities involved in the adviser activities or other financial services related businesses made by the Company or any subsidiary of the Company.

(f) *Reporting Requirements.* The Company, until the offering of the Securities is complete, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(g) *Reasonable Inquiries; Information.* In connection with the original distribution of the Securities, the Company agrees that, prior to any offer or resale of the Securities by the Initial Purchaser, the Initial Purchaser and counsel for the Initial Purchaser shall have the right to make reasonable inquiries into the business of the Company and its subsidiaries.

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(h) *Reserve of Common Stock.* The Company will reserve and keep available at all times, free of preemptive or other similar rights and liens and adverse claims, sufficient Common Stock to satisfy any obligations to issue Common Stock upon settlement of the Purchase Contracts.

Section 4. Payment of Expenses.

(a) *Expenses.* The Company will pay all expenses incident to the performance of its obligations under this Agreement, the Purchase Contract Agreement and the Pledge Agreement including (i) the preparation and delivery to the Initial Purchaser of the Offering Memorandum and of each amendment or supplement thereto, (ii) the preparation and delivery to the Initial Purchaser of this Agreement, the other Operative Agreements, and such other documents as may be required in connection with the offering, purchase, sale, issuance or delivery of the Securities, (iii) the preparation, issuance and delivery of the Securities and any certificates for the Securities, to the Initial Purchaser, (iv) the fees and disbursements of the Company's counsel, accountants and other advisors or agents (including transfer agents and registrars), as well as the fees and disbursements of the Purchase Contract Agent, the Collateral Agent, any depositary and their respective counsel, (v) the qualification of the Securities under state securities laws in accordance with the provisions of Section 3(c) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchaser in connection therewith and in connection with the preparation, printing and delivery of the Blue Sky Survey and (vi) the fees charged by nationally recognized statistical rating organizations for the rating of the Securities, if applicable.

(b) *Termination of Agreement.* If this Agreement is terminated by the Initial Purchaser in accordance with the provisions of Section 5 or Section 9(a)(i) hereof, the Company shall reimburse the Initial Purchaser for all of its out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Initial Purchaser.

Section 5. Conditions of Initial Purchaser's Obligations. The obligations of the Initial Purchaser to purchase and pay for the Securities pursuant to this Agreement are subject to the accuracy of the representations and warranties of the Company contained in Section 1 hereof or in certificates of any officer of the Company delivered pursuant to the provisions hereof, to the performance by the Company of its covenants and other obligations hereunder, and to the following further conditions:

(a) *Opinion of Counsel for the Company.* At Closing Time, the Initial Purchaser shall have received the favorable opinion, dated as of Closing Time, of Goodwin Procter LLP, counsel for the Company, in form and substance satisfactory to the Initial Purchaser and counsel for the Initial Purchaser, to the effect set forth in Exhibit A hereto. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the Commonwealth of Massachusetts, the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Initial Purchaser. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of the officers of the Company and certificates of public officials.

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(b) *Opinion of Counsel for Purchase Contract Agent.* At Closing Time, the Initial Purchaser shall have received the favorable opinion, dated as of Closing Time, of Emmet, Marvin & Martin, LLP, counsel to the Purchase Contract Agent, in form and substance satisfactory to counsel for the Initial Purchaser, to the effect set forth in Exhibit B hereto.

(c) *Opinion of Counsel for Initial Purchaser.* At the Closing Time, the Initial Purchaser shall have received the favorable opinion, satisfactory to the Initial Purchaser, dated as of Closing Time, of Sidley Austin Brown & Wood LLP, counsel for the Initial Purchaser. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the federal law of the United States and the General Corporation Law of the State of Delaware, upon the opinions of counsel satisfactory to the Initial Purchaser. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and certificates of public officials.

(d) *Officers' Certificate.* At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Offering Memorandum, any material adverse change or prospective material adverse change in the business, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, and the Initial Purchaser shall have received a certificate of the President or an Executive Vice President or a Senior Vice President of the Company and of the chief financial or chief accounting officer of the Company, dated as of Closing Time, to the effect that (i) there has been no such material adverse change, (ii) the representations and warranties in Section 1(a) hereof are true and correct with the same force and effect as though expressly made at and as of Closing Time and (iii) the Company has complied with all of the agreements entered into in connection with the transaction contemplated herein and satisfied all conditions on its part to be performed or satisfied at or prior to Closing Time.

(e) *Accountant's Comfort Letter.* At Closing Time, the Initial Purchaser shall have received from PricewaterhouseCoopers LLP a letter dated such date, in form and substance satisfactory to the Initial Purchaser and to PricewaterhouseCoopers LLP, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Offering Memorandum.

(f) *Ratings.* At the Closing Time, the Securities shall be rated at least BBB- by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and the Company shall have delivered to the Initial Purchaser a letter dated the Closing Time, from such rating agency, or other evidence satisfactory to the Initial Purchaser, confirming that the Securities have such rating; and since the date of this Agreement, there shall not have occurred a downgrading in the rating assigned to the Securities or any of the Company's other debt securities by any "nationally recognized statistical rating agency," as that term is defined by the Commission for purposes of Rule 436(g)(2) under the 1933 Act, and no such organization shall have publicly announced that it has under surveillance or review its rating of the Securities or any of the Company's other debt securities..

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(g) *Additional Documents.* At Closing Time, counsel for the Initial Purchaser shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company in connection with the issuance and sale of the Securities as herein contemplated shall be satisfactory in form and substance in the reasonable judgment of the Initial Purchaser and counsel for the Initial Purchaser.

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

Section 6. Subsequent Offers and Resales of the Securities.

(a) *Offer and Sale Procedures.* The Initial Purchaser and the Company hereby establish and agree to observe the following procedures in connection with the offer and sale of the Securities:

(1) Offers and Sales. Offers and sales of the Securities shall be made to such persons and in such manner as is contemplated by the Offering Memorandum. Offers and sales of the Securities will be made by the Initial Purchaser only to institutional investors that are reasonably believed to qualify as a "qualified institutional buyer" within the meaning of Rule 144A under the 1933 Act (a "Qualified Institutional Buyer"). The Initial Purchaser agrees that it will not offer, sell or deliver any of the Securities in any jurisdiction outside the United States except under circumstances that will result in compliance with the applicable laws thereof, and that it will take at its own expense whatever action is required to permit its purchase and resale of the Securities in such jurisdictions.

(2) No General Solicitation. The Securities will be offered by the Initial Purchaser only by approaching prospective Subsequent Purchasers on an individual basis. No general solicitation or general advertising (within the meaning of Rule 502(c) under the 1933 Act) will be used in the United States in connection with the offering or sale of the Securities.

(3) Purchase by Fiduciaries. In the case of a Subsequent Purchaser of a Security acting as a fiduciary for one or more third parties, in connection with an offer and sale to such purchaser pursuant to clause (1) above, each third party shall, in the judgment of the Initial Purchaser, be a Qualified Institutional Buyer.

(4) Minimum Principal Amount. No sale of the Securities to any one Subsequent Purchaser will be for less than \$1,000,000 principal amount. If the

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Subsequent Purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least \$1,000,000 principal amount of the Securities.

(5) No Distribution. Offers and sales of the Securities and resales of Senior Notes to Subsequent Purchasers will be made in a manner that will not constitute a "distribution", as that term is defined in Regulation M promulgated under the 1934 Act.

(b) *Covenants of the Company.* The Company covenants with the Initial Purchaser as follows:

(1) Integration. The Company agrees that for a period of 120 days from the date hereof it will not and will cause its Affiliates not to, directly or indirectly, solicit any offer to buy, sell or make any offer or sale of, securities of the Company of any class if, as a result of the doctrine of "integration" referred to in Rule 502 under the 1933 Act, such offer or sale would render invalid (for the purpose of (i) the sale of the offered Securities by the Company to the Initial Purchaser, (ii) the resale of the offered Securities by the Initial Purchaser to Subsequent Purchasers or (iii) the resale of the offered Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the 1933 Act provided by Section 4(2) thereof or otherwise; it being understood that for purposes of this Agreement the term "securities of the Company" or terms of similar import shall not include the shares of Common Stock underlying the Purchase Contracts.

(2) Restriction on Resales. Until the expiration of two years after the original issuance of the offered Securities, the Company will not, and will cause its Affiliates not to, resell any offered Securities which are "restricted securities" (as such term is defined under Rule 144(a)(3) under the 1933 Act), whether as beneficial owner or otherwise (except as agent acting as a securities broker on behalf of and for the account of customers in the ordinary course of business in unsolicited broker's transactions).

Section 7. Indemnification.

(a) *Indemnification of Initial Purchaser.* The Company agrees to indemnify and hold harmless the Initial Purchaser and each person, if any, who controls the Initial Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act to the extent and in the manner set forth in clauses (i), (ii) and (iii) below.

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, resulting from any untrue statement or alleged untrue statement of a material fact contained in the Offering Memorandum (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or

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omission, or any such alleged untrue statement or omission; provided that (subject to Section 7(d) below) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever, as incurred (including the reasonable fees and disbursements of counsel chosen by the Initial Purchaser), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Initial Purchaser expressly for use in the Offering Memorandum (or any amendment or supplement thereto); and provided further, that (without limiting any other rights that the Initial Purchaser may have against the Company) this indemnity agreement and the contribution provisions of Section 8 shall not apply to any loss or damage suffered by the Initial Purchaser solely in its capacity as an investor in the Income PRIDES or the Growth PRIDES.

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

(c) *Actions against Parties; Notification.* Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 7(a) above, counsel to the indemnified parties shall be selected by the Initial Purchaser, and, in the case of parties indemnified pursuant to Section 7(b) above, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the

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same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 7 or Section 8 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse.* If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 7(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into, and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement. Notwithstanding the immediately preceding sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, an indemnifying party shall not be liable for any settlement of the nature contemplated by Section 7(a)(ii) effected without its consent if such indemnifying party (i) reimburses such indemnified party in accordance with such request to the extent it considers such request to be reasonable and (ii) provides written notice to the indemnified party substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement.

Section 8. *Contribution.* If the indemnification provided for in Section 7 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Initial Purchaser on the other hand from the

offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the Initial Purchaser on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative fault of the Company on the one hand and the Initial Purchaser on the other hand shall be determined by reference to, among other things, whether any such 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 by the Initial Purchaser and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

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The Company and the Initial Purchaser agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 8 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 8, the Initial Purchaser shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased and sold by it hereunder exceeds the amount of any damages which such Initial Purchaser has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

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

For purposes of this Section 8, each person, if any, who controls the Initial Purchaser within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Initial Purchaser, and each director of the Company, each officer of the Company, and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company.

Section 9. Termination.

(a) *Purchase Agreement.* The Initial Purchaser may terminate this Agreement, by notice to the Company, at any time at or prior to Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Offering Memorandum (exclusive of any supplement or amendment), any Material Adverse Effect, or (ii) if trading in any securities of the Company has been suspended or materially limited by the Commission or the New York Stock Exchange or if trading generally on the New York Stock Exchange or in the Nasdaq National Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by such system or by order of the Commission, the National Association of Securities Dealers, Inc. or any other governmental authority or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States, or (iii) if a banking moratorium has been declared by either federal or New York authorities.

(b) *Liabilities.* If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 4 hereof, and provided further that Sections 7 and 8 shall survive such termination and remain in full force and effect.

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Section 10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Initial Purchaser shall be directed to Merrill Lynch at 4 World Financial Center, New York, New York 10080, attention of Paul A. Pepe, Managing Director; and notices to the Company shall be directed to it at 600 Hale Street, Prides Crossing, MA 01965, attention of Chief Financial Officer.

Section 11. Parties. This Agreement shall inure to the benefit of and be binding upon each of the Initial Purchaser, the Company and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Initial Purchaser and the Company and their respective successors and the controlling persons and officers and directors referred to in Sections 7 and 8 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Initial Purchaser and the Company and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from the Initial Purchaser shall be deemed to be a successor by reason merely of such purchase.

Section 12. GOVERNING LAW AND TIME. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

Section 13. Effect of Headings. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

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

Very truly yours,

AFFILIATED MANAGERS GROUP, INC.

By: /s/ Darrell W. Crate

Name: Darrell W. Crate
Title: Executive Vice President and Chief
Financial Officer

CONFIRMED AND ACCEPTED,
as of the date first above written:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Jay C. Horgen

Name: Jay C. Horgen
Title: Director

EXHIBIT A

FORM OF OPINION OF GOODWIN PROCTER LLP,
COUNSEL FOR THE COMPANY,
TO BE DELIVERED PURSUANT TO SECTION 5(a)

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EXHIBIT B

FORM OF OPINION OF EMMET, MARVIN & MARTIN, LLP,
COUNSEL FOR THE PURCHASE CONTRACT AGENT,
TO BE DELIVERED PURSUANT TO SECTION 5(b)

(i) The Bank of New York is duly incorporated and is validly existing as a national banking association with trust powers under the laws of the United States with all necessary power and authority to execute, deliver and perform its obligations under the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement;

(ii) The execution, delivery and performance by the Purchase Contract Agent of the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement, and the authentication and delivery of the Securities have been duly authorized by all necessary action on the part of the Purchase Contract Agent. The Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement have been duly executed and delivered by the Purchase Contract Agent, and constitute the legal, valid and binding obligations of the Purchase Contract Agent, enforceable against the Purchase Contract Agent in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by general equitable principles (regardless of whether enforcement is considered in a proceeding at law or in equity);

(iii) The execution, delivery and performance of the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement by the Purchase Contract Agent does not conflict with or constitute a breach of the charter or by-laws of the Purchase Contract Agent; and

(iv) No consent, approval or authorization of, or registration with or notice to, any [•] or federal governmental authority or agency is required for the execution, delivery or performance by the Purchase Contract Agent of the Purchase Contract Agreement, the Pledge Agreement and the Remarketing Agreement.

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SECOND SUPPLEMENTAL INDENTURE

Dated as of February 12, 2004

Between

AFFILIATED MANAGERS GROUP, INC., As Issuer

AND

THE BANK OF NEW YORK,
As Trustee

SECOND SUPPLEMENTAL INDENTURE, dated as of February 12, 2004 (the "Second Supplemental Indenture"), between Affiliated Managers Group, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and The Bank of New York, a New York banking corporation, as trustee (the "Trustee").

WHEREAS, the Company executed and delivered the Indenture dated as of December 21, 2001 (the "Base Indenture") to the Trustee to provide for the issuance of the Company's debentures, notes, bonds or other evidence of indebtedness (the "Securities"), to be issued from time to time in one or more series as might be determined by the Company under the Base Indenture; and

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to provide for the establishment of a new series of its Securities to be known as its 4.125% Senior Notes initially due 2010 (the "Senior Notes"), the form and terms of such Senior Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Second Supplemental Indenture (together, the "Indenture"); and

WHEREAS, the Company has requested that the Trustee execute and deliver this Second Supplemental Indenture and all requirements necessary to make this Second Supplemental Indenture a valid, binding and enforceable instrument in accordance with its terms, and to make the Senior Notes, when executed, authenticated and delivered by the Company, the valid, binding and enforceable obligations of the Company, have been done and performed, and the execution and delivery of this Second Supplemental Indenture has been duly authorized in all respects.

NOW THEREFORE, in consideration of the purchase and acceptance of the Senior Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the form and terms of the Senior Notes, the Company covenants and agrees with the Trustee as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definition of Terms

Unless the context otherwise requires:

- (a) a term defined in the Base Indenture has the same meaning when used in this Second Supplemental Indenture;
- (b) a term defined anywhere in this Second Supplemental Indenture has the same meaning throughout;
- (c) the singular includes the plural and vice versa;
- (d) headings are for convenience of reference only and do not affect interpretation;

(e) the following terms have the meanings given to them in the Purchase Contract Agreement:

- (i) Applicable Benchmark Treasury;
- (ii) Applicable Ownership Interest;
- (iii) Applicable Principal Amount;
- (iv) Authorized Newspaper;
- (v) Business Day;

- (vi) Cash Settlement;
- (vii) Collateral Agent;
- (viii) Contract Adjustment Payments;
- (ix) Failed Final Remarketing;
- (x) Failed Initial Remarketing;
- (xi) Final Remarketing;
- (xii) Final Remarketing Date;
- (xiii) Growth PRIDES;
- (xiv) Income PRIDES;
- (xv) Initial Remarketing;
- (xvi) Initial Remarketing Date;
- (xvii) Purchase Contract;
- (xviii) Purchase Contract Agent;
- (xix) Quotation Agent;
- (xx) Redemption Amount;
- (xxi) Redemption Price;
- (xxii) Remarketing Agent;
- (xxiii) Remarketing Announcement Date;
- (xxiv) Reset Agent;

- (xxv) Reset Spread;
- (xxvi) Responsible Officer;
- (xxvii) Security;
- (xxviii) Significant Corporate Action;
- (xxix) Successful Initial Remarketing;
- (xxx) Tax Event;
- (xxxi) Treasury Portfolio;
- (xxxii) Treasury Portfolio Purchase Price;

(f) the following terms have the meanings given to them in this Section 1.1(f):

“Corporate Trust Office” means the principal corporate trust office of the Purchase Contract Agent at which, at any particular time, its corporate trust business shall be administered, which office at the date hereof is located at 101 Barclay Street, Floor 8W, New York, New York 10286.

“Coupon Rate” means the percentage rate per annum at which each Senior Note will bear interest initially as set forth in Section 2.4(a).

“Custodial Agent” shall have the meaning set forth in the Pledge Agreement.

“Interest Payment Date” shall have the meaning set forth in Section 2.4

“Maturity Date” shall mean February 17, 2010 unless extended by the Company in connection with a successful remarketing of the Senior Notes pursuant to the Remarketing Agreement; provided that, in connection with any successful remarketing of the Senior Notes pursuant to the Remarketing Agreement, the Company shall have the right to extend the Maturity Date to a date that is three, five, seven or ten years from the Reset Date and, if the Senior Notes are not successfully remarketed by the third Business Day immediately preceding the Purchase Contract Settlement Date, the Maturity Date shall be February 17, 2010.

“Note Repayment Price” shall have the meaning set forth in Section 3.4.

“Place of Payment” shall have the meaning set forth in Section 2.3.

“Pledge Agreement” means the Pledge Agreement, dated as of the date hereof, by and among the Company, The Bank of New York, as collateral agent (the “Collateral Agent”), custodial agent and securities intermediary, and as purchase contract agent and attorney-in-fact.

“Purchase Contract Agreement” means the Purchase Contract Agreement dated as of the date hereof, between the Company and The Bank of New York, as purchase contract agent.

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“Purchase Contract Settlement Date” means February 17, 2008.

“Put Option” shall have the meaning set forth in Section 3.4.

“Put Option Exercise Date” shall have the meaning set forth in Section 3.4.

“Regular Record Date” means, with respect to any Interest Payment Date for the Senior Notes, the close of business fifteen calendar days prior to each Interest Payment Date.

“Remarketing Agent” means Merrill Lynch, Pierce, Fenner & Smith Incorporated or any successor thereto or replacement Remarketing Agent under the Remarketing Agreement.

“Remarketing Agreement” means the Remarketing Agreement, dated as of the date hereof, among the Company, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as remarketing agent, and The Bank of New York, as purchase contract agent and attorney-in-fact.

“Remarketing Fee” means 25 basis points (0.25%) of the aggregate principal amount of the remarketed Senior Notes if the maturity date of the remarketed Senior Notes is on or prior to February 17, 2010, or, if the maturity date of the Senior Notes is extended on the Reset Date, such other amount as agreed between the Company and the Remarketing Agent.

“Reset Date” means the third Business Day immediately following the date on which the Senior Notes are successfully remarketed.

“Tax Event Redemption Date” shall have the meaning set forth in Section 3.1.

“Tax Event Redemption” means, if a Tax Event shall occur and be continuing, the redemption of the Senior Notes, in whole but not in part, at the option of the Company on not less than 30 days nor more than 60 days’ written notice.

The terms “Indenture,” “Base Indenture,” and “Senior Notes” shall have the respective meanings set forth in the recitals to this Second Supplemental Indenture.

ARTICLE II

GENERAL TERMS AND CONDITIONS OF THE SENIOR NOTES

Section 2.1 Designation and Principal Amount.

There is hereby authorized a series of Securities designated the Senior Notes initially due February 17, 2010, (except as otherwise provided in Article II of the Indenture) in aggregate principal amount equal to \$250,000,000. The Senior Notes may be issued from time to time upon written order of the Company for the authentication and delivery of Senior Notes pursuant to Section 202 of the Base Indenture. The Company may from time to time authorize the issuance of additional Senior Notes that will constitute a single series with the Senior Notes referred to in the first sentence of this paragraph without the consent of the Holders thereof.

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Section 2.2 Maturity. The Senior Notes shall mature and the principal amount thereof shall be due and payable together with all accrued and unpaid interest thereon on the Maturity Date.

Section 2.3 Form, Payment and Appointment. The Senior Notes shall be issued in fully registered, definitive form in the name of the Holder thereof. Principal of and premium, if any, and interest on the Senior Notes will be payable, the transfer of such Senior Notes will be registrable and such Senior Notes will be exchangeable for Senior Notes bearing identical terms and provisions, at the office or agency of the Company maintained for such purpose as described below; provided, however, that payment of interest may be made at the option of the Company by check mailed to the Holder at such address as shall appear in the Security Register or by wire transfer to an account appropriately designated by the Holder entitled to payment.

The Company hereby designates the Borough of Manhattan, The City of New York as the place of payment (“Place of Payment”) for the Senior Notes, and the office or agency maintained by the Company in such Place of Payment for the purposes contemplated by this Section 2.3 shall initially be the Corporate Trust Office of the Trustee.

The Security Registrar transfer agent and Paying Agent for the Senior Notes shall be The Bank of New York. The Senior Notes shall be issuable in denominations of \$1,000,000 and integral multiples of \$1,000 in excess thereof.

Section 2.4 Interest.

(a) Each Senior Note will bear interest initially at the rate of 4.125% per annum (the "Coupon Rate") from February 12, 2004 to, but excluding, the Reset Date, or, if no successful remarketing of the Senior Notes occurs, February 17, 2010. On or prior to the Reset Date interest payments will be payable quarterly in arrears on February 17, May 17, August 17 and November 17 of each year (each, an "Interest Payment Date") commencing on May 17, 2004, and on the Reset Date, if the interest rate on the Senior Notes is reset on a Reset Date that is not otherwise an Interest Payment Date, to the Person in whose name such Senior Note, or any predecessor Senior Note, is registered at the close of business on the Regular Record Date for such interest installment. If interest on the Senior Notes is reset on a Reset Date that is not a scheduled Interest Payment Date, Holders of Senior Notes will receive on such Reset Date a payment of accrued and unpaid interest from the most recent Interest Payment Date to, but excluding, such Reset Date. If the interest rate on the Senior Notes is reset on a Reset Date that is not otherwise a quarterly Interest Payment Date, the Collateral Agent will receive that interest payment made on Senior Notes included in Income PRIDES which shall be paid to holders of Income PRIDES on the quarterly Interest Payment Date next following that Reset Date.

(b) The interest rate on the Senior Notes will be reset on the Remarketing Date to the applicable Reset Rate except in the event of a Failed Final Remarketing. In the event of a Failed Final Remarketing, the interest rate on the Senior Notes will not be reset and interest payments on all Senior Notes will remain payable quarterly in arrears on the original Interest Payment Dates.

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The Reset Rate on the Senior Notes will be determined on the date that the Senior Notes are successfully remarketed and that Reset Rate will become effective on the third Business Day immediately following the Remarketing Date. Following a successful remarketing of the Senior Notes, the Senior Notes will bear interest from the Reset Date at the Reset Rate to, but excluding, February 17, 2010 or, if the maturity of the Senior Notes is extended on the Reset Date, such extended Maturity Date. From the Reset Date, interest payments on all Senior Notes will be paid semi-annually in arrears on the date that is six months from the Reset Date and, thereafter, on each date that is six months from the prior semi-annual interest payment date.

The Reset Rate on the Senior Notes will be equal to the sum of the Reset Spread and the yield on the Applicable Benchmark Treasury in effect on the third Business Day immediately preceding the Reset Date and will be determined by the Reset Agent. In the case of a determination on the third Business Day immediately preceding the Reset Date (other than February 17, 2008), the Reset Rate will be the rate determined by the Reset Agent as the rate the Senior Notes should bear in order for the Senior Notes included in Income PRIDES to have an approximate aggregate market value on the Reset Date equal to 100.25% of the Treasury Portfolio Purchase Price, plus the applicable Remarketing Fee. In the case of a determination on the third Business Day immediately preceding February 17, 2008, the Reset Rate will be the rate determined by the Reset Agent as the rate the Senior Notes should bear in order for the Senior Notes to have an approximate aggregate market value equal to 100.25% of the principal amount of the Senior Notes, plus the applicable Remarketing Fee. The Reset Rate will in no event exceed the maximum rate permitted by applicable law.

On the seventh Business Day immediately preceding the Reset Date, the Applicable Benchmark Treasury to be used to determine the Reset Rates will be selected, the Reset Spread to be added to the yield on the Applicable Benchmark Treasury will be established by the Reset Agent, and the Reset Spread and the Applicable Benchmark Treasury will be announced by the Company (the "Remarketing Announcement Date"). On the Business Day immediately following such Remarketing Announcement Date, the Holders of Senior Notes will be notified of such Reset Spread and Applicable Benchmark Treasury by the Company. Such notice shall be sufficiently given to such Holders of Senior Notes if published in an Authorized Newspaper.

(c) The amount of interest payable for any period will be computed on the basis of a 360-day year consisting of twelve 30-day months. Except as provided in the following sentence, the amount of interest payable for any period other than a full quarterly or semi-annual period for which interest is computed, will be computed on the basis of the actual number of days in the period using 30-day calendar months. In the event that any date on which interest is payable on the Senior Notes is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such date.

Interest on the Senior Notes will be payable to the Holders of the Senior Notes as they appear on the books and records of the Securities Registrar on the relevant Regular Record Dates, which will be the 15th Business Day prior to the relevant Interest Payment Date. In the event that the Senior Notes do not continue to remain in certificated form and are held by the

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Purchase Contract Agent or are held in book-entry form, the Company shall have the right to select relevant Regular Record Dates, which shall be at least one Business Day and not more than 60 Business Days prior to the relevant Interest Payment Dates, and to make payments by check mailed to the address of the Holder as of the relevant Regular Record Date.

Section 2.5 Certain Tax Matters.

The Company agrees, and by acceptance of a beneficial ownership interest in the Senior Notes, each beneficial owner of Senior Notes will be deemed to have agreed (1) to treat the acquisition of an Income PRIDES as the acquisition of the Senior Note and the Purchase Contract constituting the Income PRIDES and to allocate the issue price of the Income PRIDES on the issue date of the Income PRIDES between the Senior Note and the Purchase Contract in an amount equal to \$1,000.00 and \$0.00, respectively, (2) to treat the Senior Notes as indebtedness of the Company for all tax purposes, (3) to treat the Senior Notes as indebtedness that is subject to Treasury regulation section 1.1275-4 (the "Contingent Payment Regulations") for United States federal income tax purposes, (4) to be bound by the Company's determination of the "comparable yield" and "projected payment schedule," within the meaning of the Contingent Payment Regulations, with respect to the Senior Notes for United States federal income tax purposes and (5) to treat each Senior Note and each Purchase Contract constituting the Income PRIDES as separate financial instruments for all tax purposes. A Holder of Senior Notes may obtain the amount of original issue discount, issue date, issue price, yield to maturity, comparable yield and projected payment schedule by submitting a written request to the Company at the following address: 600 Hale Street, Prides Crossing, MA 01965, Attention: Chief Financial Officer.

ARTICLE III

REDEMPTION OF THE SENIOR NOTES

Section 3.1 Tax Event Redemption.

If a Tax Event shall occur and be continuing, the Company may, at its option, redeem the Senior Notes in whole (but not in part) at any time at a price per Senior Note equal to the Redemption Price. Installments of interest on Senior Notes which are due and payable on or prior to the date of redemption (the "Tax Event Redemption Date") will be payable to the Holders of the Senior Notes registered as such at the close of business on the Regular Record Date. If, following the occurrence of a Tax Event prior to the Reset Date (or, if no Successful Initial Remarketing occurs prior to the Purchase Contract Settlement Date), the Company exercises its option to redeem the Senior Notes, the Company shall appoint the Quotation Agent to assemble the Treasury Portfolio in consultation with the Company. Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Tax Event Redemption Date to each registered Holder of the Senior Notes to be repaid at its registered address. Unless the Company defaults in payment of the Redemption Price, on and after the Tax Event Redemption Date interest shall cease to accrue on the Senior Notes.

Section 3.2 Redemption Procedures for Senior Notes.

Payment of the Redemption Price to each Holder of Senior Notes shall be made by the Company, no later than 12:00 noon, New York City time, on the Tax Event Redemption Date, by check or wire transfer in immediately available funds at such place and to such account as may be designated by each such Holder of Senior Notes, including the Trustee or the Collateral Agent, as the case maybe. If the Trustee holds immediately available funds sufficient to pay the Redemption Price of the Senior Notes, then, on such Tax Event Redemption Date, such Senior Notes will cease to be outstanding and interest thereon will cease to accrue, whether or not such Senior Notes have been received by the Company, and all other rights of the Holder in respect of the Senior Notes shall terminate and lapse (other than the right to receive the Redemption Price upon delivery of such Senior Notes but without interest on such Redemption Price).

Section 3.3 No Sinking Fund.

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

Section 3.4 Option to Put Senior Notes upon Failed Final Remarketing.

If a Failed Final Remarketing (as described in Section 5.4(b) of the Purchase Contract Agreement and incorporated herein by reference) has occurred, Holders of Senior Notes who hold such Senior Notes on the day immediately following the Purchase Contract Settlement Date shall have the right (the "Put Option") to put such Senior Notes to the Company on February 29, 2008 (the "Put Option Exercise Date"), upon at least three Business Days prior notice, at a repayment price equal to the principal amount of such Senior Notes plus an amount equal to the accrued and unpaid interest thereon to the date of payment (the "Note Repayment Price").

Section 3.5 Repurchase Procedure for Senior Notes.

(a) In order for the Senior Notes to be repurchased on the Put Option Exercise Date, the Trustee must receive on or prior to 5:00 p.m. New York City time on the third Business Day immediately preceding the Put Option Exercise Date, at its Corporate Trust Office or at an office or agency maintained by the Company in the Borough of Manhattan, The City of New York as contemplated by Section 2.3 hereof, the Senior Notes to be repurchased with the form entitled "Option to Elect Repayment" on the reverse of or otherwise accompanying such Senior Notes duly completed. Any such notice received by the Trustee shall be irrevocable. All questions as to the validity, eligibility (including time of receipt) and acceptance of the Senior Notes for repayment shall be determined by the Company, whose determination shall be final and binding.

(b) Payment of the Note Repayment Price shall be made through the Trustee, subject to the Trustee's receipt of payment from the Company in accordance with the terms of the Indenture, no later than 12:00 noon, New York City time, on the Put Option Exercise Date, and to such account as may be designated. If the Trustee holds immediately available funds sufficient to pay the Note Repayment Price of Senior Notes presented for repayment, then, immediately prior to the close of business on the Put Option Exercise Date, such Senior Notes will cease to be outstanding and interest thereon will cease to accrue, whether or not such Senior Notes have been received by the Company, and all other rights of the Holder in respect of the Senior Notes, including the Holder's right to require the Company to repay such Senior Notes,

shall terminate and lapse (other than the right to receive the Note Repayment Price upon delivery of such Senior Notes but without interest on such Note Repayment Price). Neither the Trustee nor the Company will be required to register or cause to be registered the transfer of any Senior Note for which repayment has been elected.

ARTICLE IV

EXPENSES

Section 4.1 Payment of Expenses.

In connection with the offering, sale and issuance of the Senior Notes to the Holders, the Company, in its capacity as borrower with respect to the Senior Notes shall pay all costs and expenses relating to the offering, sale and issuance of the Senior Notes, including compensation of the Trustee under the Indenture in accordance with the provisions of Section 606 of the Base Indenture.

ARTICLE V

NOTICE

Section 5.1 Notice by the Company.

The Company shall give prompt written notice to a Responsible Officer of the Trustee of any fact known to the Company that would prohibit the making of any payment of monies to or by the Trustee in respect of the Senior Notes. Notwithstanding any of the provisions of the Base Indenture and this Second Supplemental Indenture, the Trustee shall not be charged with knowledge of the existence of any facts that would prohibit the making of any payment of monies to or by the Trustee in respect of the Senior Notes; provided, however, that if the Trustee shall not have received the notice provided for in this Article V at least two Business Days prior to the date upon which by the terms hereof any money may become payable for any purpose (including, without limitation, the payment of the principal of (or premium, if any) or interest on any Senior Note), then, anything herein contained to the contrary notwithstanding, the Trustee shall have full power and authority to receive such money and to apply the same to the purposes for which they were received, and shall not be affected by any notice to the contrary that may be received by it within two Business Days prior to such date.

ARTICLE VI

FORM OF SENIOR NOTE

Section 6.1 Form of Senior Note.

The Senior Notes and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the following forms, with such changes therein as the officers of the Company executing the Senior Notes (by manual or facsimile signature) may approve, such approval to be conclusively evidenced by their execution thereof:

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(FORM OF FACE OF NOTE)

IF THE NOTE IS TO BE A GLOBAL NOTE, INSERT - THIS SENIOR NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY OR A NOMINEE OF THE DEPOSITORY TRUST COMPANY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITORY TRUST COMPANY TO A NOMINEE OF THE DEPOSITORY TRUST COMPANY OR BY A NOMINEE OF THE DEPOSITORY TRUST COMPANY TO THE DEPOSITORY TRUST COMPANY OR ANOTHER NOMINEE OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR CLEARING AGENCY OR TO A NOMINEE OF SUCH SUCCESSOR) MAY BE REGISTERED EXCEPT IN LIMITED CIRCUMSTANCES.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE WAS ISSUED WITH ORIGINAL ISSUE DISCOUNT AND CONSTITUTES A CONTINGENT PAYMENT DEBT INSTRUMENT FOR U.S. FEDERAL INCOME TAX PURPOSES. FOR PURPOSES OF SECTIONS 1273 AND 1275 OF THE INTERNAL REVENUE CODE, THE ISSUE PRICE OF EACH NOTE IS \$1,000 PER \$1,000 OF PRINCIPAL AMOUNT, THE ISSUE DATE IS FEBRUARY 12, 2004 AND THE COMPARABLE YIELD IS 5.350% PER ANNUM, COMPOUNDED QUARTERLY. THE PROJECTED PAYMENTS FOR THE NOTES PER \$1,000 OF PRINCIPAL AMOUNT ARE \$10.89 ON MAY 17, 2004, \$10.31 FOR EACH SUBSEQUENT QUARTER ENDING ON OR PRIOR TO AUGUST 17, 2007 AND \$18.43 FOR EACH QUARTER ENDING AFTER AUGUST 17, 2007. THE PROJECTED PAYMENT FOR THE NOTES, PER \$1,000 OF PRINCIPAL AMOUNT, AT THE FEBRUARY 17, 2010 MATURITY DATE OF THE NOTES IS \$1,018.43 (WHICH INCLUDES THE STATED PRINCIPAL AMOUNT OF THE NOTES AS WELL AS THE FINAL PROJECTED INTEREST PAYMENT). A HOLDER OF THIS SENIOR NOTE MAY OBTAIN INFORMATION REGARDING THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, ISSUE DATE, ISSUE PRICE, YIELD TO MATURITY, COMPARABLE YIELD AND THE PROJECTED PAYMENT SCHEDULE FOR THIS SENIOR NOTE BY SUBMITTING A WRITTEN REQUEST FOR SUCH INFORMATION TO THE COMPANY AT THE FOLLOWING ADDRESS: 600 HALE STREET, PRIDES CROSSING, MA 01965, ATTENTION: CHIEF FINANCIAL OFFICER.

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CUSIP No. 008252 AF 5

\$250,000,000

AFFILIATED MANAGERS GROUP, INC.

4.125% Senior Note Initially Due 2010

AFFILIATED MANAGERS GROUP, INC., a Delaware corporation (the "Company", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to The Bank of New York, a New York banking corporation, or registered assigns, the principal sum of TWO HUNDRED FIFTY MILLION Dollars (\$250,000,000) on the Maturity Date (as defined on the reverse hereof), and to pay interest on said principal sum as follows: (i) from February 12, 2004 or from the next recent date to which interest has been paid or duly provided for, quarterly in arrears on February 17, May 17, August 17 and November 17 of each year, commencing on May 17, 2004, initially at the rate of 4.125% per year to, but excluding the Reset Date, or if a Failed Final Remarketing occurs, until February 17, 2010; and (ii) from and after the Reset Date, if any, semi-annually in arrears on the Subsequent Interest Payment Dates (as defined on the reverse hereof) (each, an "Interest Payment Date") until the principal hereof shall have been paid or duly made available for payment. If the Reset Date is not an Interest Payment Date, the Company shall pay to the Holders of record of the Senior Notes on the Regular Record Date preceding the Reset Date (as if the Reset Date was an Interest Payment Date) the accrued and unpaid interest from the most recent Interest Payment Date to, but excluding, such Reset Date at the rate of interest in effect on the Senior Notes prior to the Reset Date. If

the Reset Date is not an Interest Payment Date, the interest payment described in the previous sentence attributable to Senior Notes pledged as collateral under the Pledge Agreement and held as a component of the Company's Income PRIDES initially issued on February 12, 2004 (the "Income PRIDES") shall be paid to the Collateral Agent, which shall be paid to the Purchase Contract Agent for the benefit of the holders of Income PRIDES in accordance with the Pledge Agreement and the Purchase Contract Agreement. Interest on the Senior Notes of this series will accrue from February 12, 2004, to the first Interest Payment Date, and thereafter will accrue from the last Interest Payment Date to which interest has been paid or duly provided for.

The amount of interest payable on any Interest Payment Date shall be computed on the basis of a 360-day year consisting of twelve 30-day months and, except as provided in the Indenture (as defined on the reverse hereof), the amount of interest payable for any period shorter than a full quarterly or semi-annual period for which interest is computed will be computed on the basis of the actual number of days in the period using 30-day calendar months. In the event that any date on which interest is payable on this Senior Note is not a Business Day, then payment of interest payable on such date will be made on the next succeeding day that is a Business Day (and without any interest or other payment in respect of any such delay), except that, if such Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day, in each case with the same force and effect as if made on such Interest Payment Date. The interest installment so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the person in whose name this Senior Note (or one or more predecessor Securities) is registered at

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the close of business on the Regular Record Date for such interest installment which (a) as long as the Senior Notes remain in certificated form and are held by the Purchase Contract Agent or are held in book-entry form, will be 15 Business Days prior to the corresponding Interest Payment Date, or (b) if the Senior Notes are in certificated form, but are not held by the Purchase Contract Agent, or are not held in book-entry form, will be at least one Business Day but not more than 60 Business Days prior to such corresponding Interest Payment Dates, as selected by the Company for the corresponding Interest Payment Date. Any such interest installment not punctually paid or duly provided for on any Interest Payment Date shall forthwith cease to be payable to the registered Holders at the close of business on such Regular Record Date and may be paid to the Person in whose name this Senior Note (or one or more predecessor Securities) is registered at the close of business on a special record date to be fixed by the Trustee for the payment of such defaulted interest, notice whereof shall be given to the registered Holders of this series of Senior Notes not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Senior Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture. The principal of (and premium, if any) and the interest on this Senior Note shall be payable at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York in any coin or currency of the United States of America that at the time of payment is legal tender for payment of public and private debts; provided, however, that payment of interest may be made at the option of the Company by check mailed to the registered Holder at such address as shall appear in the Security Register or by wire transfer to an account appropriately designated by the Holder entitled thereto.

The indebtedness evidenced by this Senior Note is, to the extent provided in the Indenture, senior and unsecured and will rank equal in right of payment to all other senior unsecured obligations of the Company.

By acceptance of a beneficial ownership interest in this Senior Note, each beneficial owner of this Senior Note will be deemed to have agreed (1) to treat the acquisition of an Income PRIDES as the acquisition of this Senior Note and the Purchase Contract constituting the Income PRIDES and to allocate the issue price of the Income PRIDES on the issue date of the Income PRIDES between this Senior Note and the Purchase Contract in an amount equal to \$1,000.00 and \$0.00, respectively, (2) to treat this Senior Note as indebtedness of the Company for all tax purposes, (3) to treat this Senior Note as indebtedness that is subject to the Contingent Payment Regulations for United States federal income tax purposes, (4) to be bound by the Company's determination of the "comparable yield" and "projected payment schedule," within the meaning of the Contingent Payment Regulations, with respect to this Senior Note for United States federal income tax purposes and (5) to treat this Senior Note and the Purchase Contract constituting the Income PRIDES as separate financial instruments for all tax purposes. A Holder of this Senior Note may obtain the amount of original issue discount, issue date, issue price, yield to maturity, comparable yield and projected payment schedule by submitting a written request to the Company at the following address: 600 Hale Street, Prides Crossing, MA 01965, Attention: Chief Financial Officer.

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This Senior Note shall not be entitled to any benefit under the Indenture hereinafter referred to or be valid or obligatory for any purpose until the Certificate of Authentication shall have been signed by or on behalf of the Trustee.

The provisions of this Senior Note are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

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

Dated: February 12, 2004

AFFILIATED MANAGERS GROUP, INC.,
as Issuer

By: _____

Name:
Title:

Attest:

By: _____
Name: _____
Title: _____

CERTIFICATE OF AUTHENTICATION

This is one of the Senior Notes of the series of Senior Notes described in the within-mentioned Indenture.

Dated:

THE BANK OF NEW YORK,
as Trustee

By: _____
Authorized Signatory

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(FORM OF REVERSE OF SENIOR NOTE)

This Senior Note is one of a duly authorized series of Securities of the Company (herein sometimes referred to as the "Senior Notes"), issued and to be issued in one or more series under and pursuant to an Indenture, dated as of December 21, 2001 (the "Base Indenture"), between the Company and Wachovia Bank, National Association (as successor to First Union National Bank), as trustee, as amended by a Replacement Trustee Agreement, by and between The Bank of New York and the Company, as supplemented by a second supplemental indenture, dated February 12, 2004 (the "Second Supplemental Indenture"), between The Bank of New York, as trustee (the "Trustee," which term includes any successor trustee under the Indenture) and the Company (the Base Indenture as supplemented by Second Supplemental Indenture, the "Indenture"), to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Senior Notes. By the terms of the Indenture, the Securities are issuable in series that may vary as to amount, date of maturity, rate of interest and in other respects as provided in the Indenture.

Unless a Tax Event Redemption shall previously occur, the "Maturity Date" shall mean February 17, 2010, unless extended by the Company in connection with a successful remarketing of the Senior Notes pursuant to the Remarketing Agreement; provided that, in connection with any successful remarketing of the Senior Notes pursuant to the Remarketing Agreement, the Company shall have the right to extend the Maturity Date to a date that is three, five, seven or ten years from the Reset Date and if the Senior Notes are not successfully remarketed by the third Business Day immediately preceding the Purchase Contract Settlement Date, the Maturity Date shall be February 17, 2010.

If the Senior Notes are successfully remarketed in accordance with the Remarketing Agreement, the "Subsequent Interest Payment Dates" shall mean the date that is six months after the Reset Date and, thereafter, on each date that is six months from the prior Subsequent Interest Payment Date.

If a Tax Event shall occur and be continuing, the Company may, at its option, redeem the Senior Notes in whole (but not in part) at any time at a price per Senior Note equal to the Redemption Price. The Redemption Price shall be paid to each Holder of the Senior Notes by the Company, no later than 12:00 noon, New York City time, on the Tax Event Redemption Date, by check or wire transfer in immediately available funds, at such place and to such account as may be designated by each such Holder.

The Holder of this Senior Note may, on or prior to the fifth Business Day immediately preceding any proposed Reset Date tender this Senior Note to The Bank of New York, as Custodial Agent, for remarketing in accordance with the Pledge Agreement dated as of February 12, 2004 between the Company and The Bank of New York, as Collateral Agent, Custodial Agent and Securities Intermediary.

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

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If the Senior Notes are remarketed on the third Business Day immediately preceding the Purchase Contract Settlement Date and such remarketing has resulted in a Failed Final Remarketing (as described in Section 5.4 of the Purchase Contract Agreement and incorporated herein by reference), each Holder of Senior Notes who holds such Senior Notes on the day immediately following the Purchase Contract Settlement Date shall have the right (the "Put Option") to put such Senior Notes to the Company, on February 29, 2008 (the "Put Option Exercise Date"), upon at least three Business Days prior notice, at a repayment price equal to the principal amount of this Senior Note plus an amount equal to the accrued and unpaid interest thereon to the date of payment (the "Note Repayment Price").

In order for the Senior Notes to be so repurchased, the Trustee must receive, on or prior to 5:00 p.m. New York City Time on the third Business Day immediately preceding the Put Option Exercise Date, at its Corporate Trust Office, or at an office or agency maintained by the Company in the Borough of Manhattan, The City of New York as contemplated by Section 2.3 of the Second Supplemental Indenture, the Senior Notes to be repurchased with the form entitled "Option to Elect Repayment" on the reverse of or otherwise accompanying such Senior Notes duly completed. Any such notice received by the Trustee shall be irrevocable. All questions as to the validity, eligibility (including time of receipt) and acceptance of the Senior Notes for repayment shall be determined by the Company, whose determination shall be final and binding. The payment of the Note Repayment Price in respect of such Senior Notes shall be made no later than 12:00 noon, New York City time, on the Put Option Exercise Date.

In case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all of the Senior Notes may be declared, and upon such declaration shall become, due and payable (or, in certain circumstances shall ipso facto become due and payable), in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting, with certain exceptions therein provided, the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of each series affected to execute supplemental indentures for the purpose of, among other things, adding any provisions to or changing or eliminating any of the provisions of the Indenture or of any supplemental indenture or of modifying the rights of the Holders of the Securities. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Securities of any series at the time Outstanding, on behalf of all of the Holders of all Securities of such series, to waive a Default or Event of Default with respect to such series and its consequences, except a Default or Event of Default in the payment of the principal of or premium, if any, or interest on any of the Securities of such series or in respect of a covenant or other provision which, under the terms of the Indenture, cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected. Any such consent or waiver by the registered Holder of this Senior Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders of this Senior Note and of any Senior Note issued in exchange for or in place hereof (whether by registration of transfer or otherwise), irrespective of whether or not any notation of such consent or waiver is made upon this Senior Note.

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No reference herein to the Indenture and no provision of this Senior Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest on this Senior Note at the time and place and at the rate and in the money herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, this Senior Note is transferable by the registered Holder hereof on the Security Register of the Company, upon surrender of this Senior Note for registration of transfer at the office or agency of the Company maintained for such purpose in the Borough of Manhattan, The City of New York, accompanied by a written instrument or instruments of transfer in form satisfactory to the Company or the Trustee duly executed by the registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Senior Notes of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees. No service charge will be made for any such transfer, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in relation thereto.

Prior to due presentment for registration of transfer of this Senior Note, the Company, the Trustee, any Paying Agent and the Security Registrar may deem and treat the registered Holder hereof as the absolute owner hereof (whether or not this Senior Note shall be overdue and notwithstanding any notice of ownership or writing hereon made by anyone other than the Security Registrar) for the purpose of receiving payment of or on account of the principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Company nor the Trustee nor any Paying Agent nor any Security Registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or the interest on this Senior Note, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture, against any incorporator, shareholder, officer or director, past, present or future, as such, of the Company or of any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issuance hereof, expressly waived and released.

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

The Senior Notes of this series are issuable only in registered form without coupons in denominations of \$1,000,000 and any integral multiple of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Senior Notes are exchangeable for a like aggregate principal amount of Senior Notes of a different authorized denomination, as requested by the Holder surrendering the same.

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

The Senior Notes are subject to the covenants set forth in the Indenture.

This Senior Note shall be governed by and construed in accordance with the law of the State of New York.

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OPTION TO ELECT REPAYMENT

The undersigned hereby irrevocably requests and instructs the Company to repay \$ ___ principal amount of the within Senior Note, pursuant to its terms, on the "Put Option Exercise Date," together with any interest thereon accrued but unpaid to the date of repayment, to the undersigned at:

(Please print or type name and address of the undersigned)

and to issue to the undersigned, pursuant to the terms of the Indenture, a new Senior Note or Senior Notes representing the remaining aggregate principal amount of this Senior Note.

For this Option to Elect Repayment to be effective, this Senior Note with the Option to Elect Repayment duly completed must be received by the Trustee at 101 Barclay Street, Floor 8W, New York, New York 10286 Attention: Corporate Trust Administration, no later than 5:00 p.m. on the third Business Day immediately preceding February 29, 2008.

Dated: _____ Signature: _____

Signature Guarantee: _____

Note: The signature to this Option to Elect Repayment must correspond with the name as written upon the face of the within Senior Note without alteration or enlargement or change whatsoever.

ASSIGNMENT

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

; _____ &n
bsp: _____ (Insert assignee's social security or tax identification number)
_____ &n

bsp: _____
; _____
(Insert address and zip code of assignee) and irrevocably appoints _____
_____ agent to transfer this Senior Note on the books of the Company. The agent may
substitute another to act for him or her.

Date: _____ Signature: _____

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

ARTICLE VII

ORIGINAL ISSUE OF SENIOR NOTES

Section 7.1 Original Issue of Senior Notes.

Senior Notes may from time to time, upon execution of this Second Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall thereupon authenticate and deliver said Senior Notes to or upon the written order of the Company pursuant to Section 202 of the Base Indenture without any further action by the Company.

The Company shall file with the Trustee promptly at the end of each calendar year (i) a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on outstanding Senior Notes as of the end of the year and (ii) such other specific information relating to such original issue discount as may then be relevant under the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Ratification of Indenture.

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

Section 8.2 Trustee Not Responsible for Recitals.

The recitals herein contained are made by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Indenture.

Section 8.3 New York Law to Govern.

THIS SECOND SUPPLEMENTAL INDENTURE AND EACH SENIOR NOTE SHALL BE DEEMED TO BE NEW YORK CONTRACTS, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW).

Section 8.4 Separability.

In case any one or more of the provisions contained in this Second Supplemental Indenture or in the Senior Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, then, to the extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provisions of this Second Supplemental Indenture or

of the Senior Notes, but this Second Supplemental Indenture and the Senior Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 8.5 Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

ARTICLE IX

REMARKETING

Section 9.1 Remarketing Procedures.

(a) On each Remarketing Announcement Date, the Company will (a) together with the Reset Agent, select the Applicable Benchmark Treasury to be used to determine the Reset Rate and cause the Reset Agent to establish the Reset Spread to be added to the yield on the Applicable Benchmark Treasury expected to be in effect on the Initial Remarketing Date, and (b) announce (the "Remarketing Announcement") the Reset Date, Reset Spread and Applicable Benchmark Treasury and any change in the scheduled interest payment dates and the maturity date that will become effective with respect to the Senior Notes on the Reset Date upon a Successful Initial Remarketing. On the Business Day immediately following the Remarketing Announcement Date, the Company will cause the Remarketing Announcement to be published in an Authorized Newspaper. In the event of an unsuccessful remarketing attempt, the Company will cause a notice of the unsuccessful remarketing attempt to be published in an Authorized Newspaper no later than the second Business Day following the Initial Remarketing Date on which the unsuccessful remarketing attempt occurred.

(b) Not later than 5:00 p.m., New York City time, on the fifth Business Day but no earlier than the 10th Business Day, immediately preceding a proposed Reset Date, each Holder of the Senior Notes not constituting components of Income PRIDES may elect to have Senior Notes held by such Holder remarketed. Holders of Senior Notes that are not a component of Income PRIDES shall give notice of their election to have such Senior Notes remarketed to the Collateral Agent pursuant to the Pledge Agreement. Any such notice shall be irrevocable after 5:00 p.m., New York City time, on the fifth Business Day immediately preceding a proposed Reset Date and may not be conditioned upon the level at which the Reset Rate is established. Promptly after 5:30 p.m., New York City time, on such fifth Business Day, the Trustee, based on the notices received by it prior to such time (including notices from the Purchase Contract Agent as to Purchase Contracts for which Cash Settlement has been elected), shall notify the Company and the Remarketing Agent of the number of Senior Notes to be tendered for remarketing. Under Section 5.3 of the Purchase Contract Agreement, Senior Notes that constitute components of Income PRIDES will be remarketed as provided therein and in this Section 9.1. The Senior Notes constituting components of Income PRIDES shall be deemed tendered, notwithstanding any failure by the Holder of such Income PRIDES to deliver or properly deliver such Senior Notes to the Remarketing Agent for purchase.

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(c) The right of each Holder to have Senior Notes tendered for purchase shall be limited to the extent that (i) the Remarketing Agent conducts a remarketing pursuant to the terms of the Remarketing Agreement, (ii) Senior Notes tendered have not been called for redemption, (iii) the Remarketing Agent is able to find a purchaser or purchasers for tendered Senior Notes at a price per Senior Note such that the aggregate price for the Applicable Principal Amount of Senior Notes is not less than 100% of the Treasury Portfolio Purchase Price, and (iv) such purchaser or purchasers deliver the purchase price therefor to the Remarketing Agent as and when required.

(d) On an Initial Remarketing Date, the Remarketing Agent shall use reasonable efforts to remarket, at a price per Senior Note such that the aggregate price for the Applicable Principal Amount of Senior Notes is equal to approximately 100.25% of the Treasury Portfolio Purchase Price plus the Remarketing Fee, Senior Notes tendered or deemed tendered for purchase.

(e) If there are no Income PRIDES outstanding and none of the Holders elect to have Senior Notes held by them remarketed, the Reset Rate shall be the rate determined by the Reset Agent, subject to the terms of the Remarketing Agreement, as the rate that would have been established had a remarketing been held on the Initial Remarketing Date.

(f) If the Remarketing Agent has determined that it will be able to remarket all Senior Notes tendered or deemed tendered prior to 4:00 p.m., New York City time, on an Initial Remarketing Date, the Reset Agent, subject to the terms of the Remarketing Agreement, shall determine the Reset Rate.

(g) By approximately 4:30 p.m., New York City time, on the Initial Remarketing Date, provided that the Initial Remarketing has not failed, the Remarketing Agent shall advise, by telephone (i) the Collateral Agent, the Company, and the Trustee of the Reset Rate determined in the remarketing and any modification to the scheduled interest payment dates or maturity date of the Senior Notes and the aggregate principal amount of Senior Notes sold in the Initial Remarketing and (ii) each purchaser of the Reset Rate (and the modified scheduled interest payment dates and maturity date of the Senior Notes, if any) and the aggregate principal amount of Senior Notes such purchaser is to purchase.

(h) If, by 4:00 p.m., New York City time, on a proposed Initial Remarketing Date no later than the Business Day preceding the Final Remarketing Date, the Remarketing Agent is unable to remarket all Senior Notes tendered or deemed tendered for purchase or if the Initial Remarketing shall not have occurred because a condition precedent to the remarketing shall not have been fulfilled, a failed remarketing ("Failed Initial Remarketing") shall be deemed to have occurred and the Remarketing Agent shall so advise by telephone the Collateral Agent, the Company and the Trustee.

(i) The Remarketing Agent is not obligated to purchase any Senior Notes in an Initial Remarketing or otherwise. Neither the Trustee, the Company nor the Remarketing Agent shall be obligated in any case to provide funds to make payment upon tender of Senior Notes for remarketing.

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(j) The tender and settlement procedures set forth in this Section 9.1, including provisions for payment by purchasers of Senior Notes in the Initial Remarketing, shall be subject to modification, notwithstanding any provision to the contrary set forth herein, to the extent required by the Clearing Agency or if the book-entry system is no longer available for the Senior Notes at the time of the Initial Remarketing, to facilitate the tendering and remarketing of Senior Notes in certificated form. In addition, the Remarketing Agent may, notwithstanding any provision to the contrary set forth herein, modify the settlement procedures set forth herein in order to facilitate the settlement process.

(k) Anything herein to the contrary notwithstanding, the Reset Rate shall in no event exceed the maximum rate permitted by applicable law and, as provided in the Remarketing Agreement, neither the Remarketing Agent nor the Reset Agent shall have any obligation to determine whether there is any limitation under applicable law on the Reset Rate or, if there is any such limitation, the maximum permissible Reset Rate on the Senior Notes and they shall rely solely upon written notice from the Company (which the Company agrees to provide prior to the 10th Business Day before an Initial Remarketing Date) as to whether or not there is any such limitation and, if so, the maximum permissible Reset Rate.

Section 9.2 Final Remarketing Procedures.

(a) Not later than 5:00 p.m., New York City time, on the second Business Day immediately preceding the Final Remarketing Date, each Holder of the Senior Notes may elect to have Senior Notes held by such Holder remarketed. Under Section 5.4 of the Purchase Contract Agreement, Holders of Income PRIDES that do not give notice of intention to make a Cash Settlement of their related Purchase Contracts shall be deemed to have consented to the disposition of the Senior Notes constituting a component of such Income PRIDES. Holders of Senior Notes that are not a component of Income PRIDES shall give notice of their election to have such Senior Notes remarketed to the Custodial Agent pursuant to the Pledge Agreement. Any such notice shall be irrevocable after 5:00 p.m., New York City time, on the second Business Day immediately preceding the Final Remarketing Date and may not be conditioned upon the level at which the Reset Rate is established. Promptly after 5:30 p.m., New York City time, on such second Business Day, the Trustee, based on the notices received by it prior to such time (including notices from the Purchase Contract Agent as to Purchase Contracts for which Cash Settlement has been elected), shall notify the Company and the Remarketing Agent of the number of Senior Notes to be tendered for remarketing.

(b) If any Holder of Income PRIDES does not give a notice of its intention to make a Cash Settlement or gives a notice of election to tender Senior Notes as described in Section 9.2(a), the Senior Notes of such Holder shall be deemed tendered, notwithstanding any failure by such Holder to deliver or properly deliver such Senior Notes to the Remarketing Agent for purchase.

(c) The right of each Holder to have Senior Notes tendered for purchase shall be limited to the extent that (i) the Remarketing Agent conducts a remarketing pursuant to the terms of the Remarketing Agreement, (ii) Senior Notes tendered have not been called for redemption, (iii) the Remarketing Agent is able to find a purchaser or purchasers for tendered Senior Notes at

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a price of not less than 100% of the principal amount thereof, and (iv) such purchaser or purchasers deliver the purchase price therefor to the Remarketing Agent as and when required.

(d) If a Failed Initial Remarketing has occurred, on the Final Remarketing Date, the Remarketing Agent shall use reasonable efforts to remarket, at a price equal to approximately 100.25% of the aggregate principal amount thereof, Senior Notes tendered or deemed tendered for purchase plus the Remarketing Fee.

(e) If none of the Holders elect or are deemed to have elected to have Senior Notes held by them remarketed, the Reset Rate shall be the rate determined by the Reset Agent, subject to the terms of the Remarketing Agreement, as the rate that would have been established had a remarketing been held on the Final Remarketing Date.

(f) If the Remarketing Agent has determined that it will be able to remarket all Senior Notes tendered or deemed tendered prior to 4:00 p.m., New York City time, on the Final Remarketing Date, the Reset Agent shall, subject to the terms of the Remarketing Agreement, determine the Reset Rate.

(g) If, by 4:00 p.m., New York City time, on the Final Remarketing Date, the Remarketing Agent is unable to remarket all Senior Notes tendered or deemed tendered for purchase or if the Final Remarketing shall not have occurred because a condition precedent to the Final Remarketing shall not have been fulfilled, a failed remarketing ("Failed Final Remarketing") shall be deemed to have occurred and the Remarketing Agent shall so advise by telephone the Collateral Agent, the Company and the Trustee.

(h) By approximately 4:30 p.m., New York City time, on the Final Remarketing Date, provided that there has not been a Failed Final Remarketing, the Remarketing Agent shall advise, by telephone (i) the Collateral Agent, the Company and the Trustee, of the Reset Rate determined in the Final Remarketing and any modification to the scheduled interest payment dates or maturity date of the Senior Notes and the aggregate principal amount of Senior Notes sold in the Final Remarketing and (ii) each purchaser of the Reset Rate (and the modified scheduled interest payment dates and maturity date of the Senior Notes, if any) and the aggregate principal amount of Senior Notes such purchaser is to purchase.

(i) The Remarketing Agent is not obligated to purchase any Senior Notes in the Final Remarketing or otherwise. Neither the Trustee, the Company nor the Remarketing Agent shall be obligated in any case to provide funds to make payment upon tender of Senior Notes for remarketing.

(j) The tender and settlement procedures set forth in this Section 9.2, including provisions for payment by purchasers of Senior Notes in the Final Remarketing, shall be subject to modification, notwithstanding any provision to the contrary set forth herein, if the book-entry system is not available for the Senior Notes at the time of the Final Remarketing, to facilitate the tendering and remarketing of Senior Notes in certificated form. In addition, the Remarketing Agent may, notwithstanding any provision to the contrary set forth herein, modify the settlement procedures set forth herein in order to facilitate the settlement process.

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(k) Anything herein to the contrary notwithstanding, the Reset Rate shall in no event exceed the maximum rate permitted by applicable law and, as provided in the Remarketing Agreement, neither the Remarketing Agent nor the Reset Agent shall have any obligation to determine whether there is any

limitation under applicable law on the Reset Rate or, if there is any such limitation, the maximum permissible Reset Rate on the Senior Notes and they shall rely solely upon written notice from the Company (which the Company agrees to provide prior to the 10th Business Day before the Purchase Contract Settlement Date) as to whether or not there is any such limitation and, if so, the maximum permissible Reset Rate.

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

AFFILIATED MANAGERS GROUP, INC.,
as Issuer

By: /s/ Darrell W. Crate

Name: _____ Darrell W. Crate
Title: _____ Executive Vice President and
Chief Financial Officer

Attest:

By: /s/ John Kingston, III

Name: _____ John Kingston, III
Title: _____ Senior Vice President, General
Counsel and Secretary

THE BANK OF NEW YORK,
as Trustee

By: /s/ Kisha A. Holder

Name: _____ Kisha A. Holder
Title: _____ Assistant Vice President

Attest:

By: /s/ Stacey B. Poindexter

Name: _____ Stacey B. Poindexter
Title: _____ Assistant Treasurer

AFFILIATED MANAGERS GROUP, INC.

AND

THE BANK OF NEW YORK,
as Purchase Contract Agent

PURCHASE CONTRACT AGREEMENT

Dated as of February 12, 2004

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PURCHASE CONTRACT AGREEMENT, dated as of February 12, 2004, between Affiliated Managers Group, Inc., a company duly organized and existing under the laws of the State of Delaware (the “Company”), and The Bank of New York, a New York banking corporation, acting as purchase contract agent for the Holders of Securities from time to time (the “Agent” or “Purchase Contract Agent”).

RECITALS

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

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

WITNESSETH:

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

ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1. *Definitions.*

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

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

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

“Affiliate” has the same meaning as given to that term in Rule 405 of the Securities Act of 1933, as amended, or any successor rule thereunder.

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

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

“Applicable Benchmark Treasury” on a particular determination date shall mean direct obligations of the United States (which may be obligations traded on a when-issued basis only) having a maturity comparable to the remaining term to maturity of the Senior Notes, after giving effect to any extension of the maturity date of the Senior Notes on the Reset Date, as applicable, as agreed upon by the Company and the Reset Agent. The yield for the Applicable Benchmark Treasury will be the bid side yield displayed at 10:00 A.M., New York City time, on the third Business Day immediately preceding the Reset Date in the Telerate system (or if the Telerate system is (a) no longer available on such Business Day or (b) in the opinion of the Reset Agent (after consultation with the Company) no longer an appropriate system from which to obtain such yield, such other nationally recognized quotation system as, in the opinion of the Reset Agent (after consultation with the Company), is appropriate). If such yield is not so displayed, the yield for the Applicable Benchmark Treasury shall be, as calculated by the Reset Agent, the yield to maturity for the Applicable Benchmark Treasury, expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis, and computed by taking the arithmetic mean of the secondary market bid rates, as of 10:30 A.M., New York City time, on the third Business Day immediately preceding the Reset Date of three leading United States government securities dealers selected by the Reset Agent (after consultation with the Company) (which may include the Reset Agent or an affiliate thereof).

“Applicable Market Value” has the meaning specified in Section 5.1.

“Applicable Ownership Interest” means, with respect to an Income PRIDES and the Treasury Securities in the Treasury Portfolio, (A) an undivided beneficial ownership interest in a \$1,000 principal or interest amount of a principal or interest strip in a Treasury Security included in such Treasury Portfolio which matures on or prior to February 17, 2008 and (B) for the originally scheduled quarterly interest payment date on the Senior Notes that would have occurred after a Successful Initial Remarketing or a Successful Final Remarketing, or after the Tax Event Redemption Date and on or before the Purchase Contract Settlement Date, in the case of a Tax Event Redemption, an undivided beneficial ownership interest in a \$1,000 face amount of such Treasury Security which is a principal or interest strip maturing on such interest payment date.

“Applicable Principal Amount” means (i) on any date prior to the Reset Date or, if there is a Failed Final Remarketing, prior to the Purchase Contract Settlement Date, the aggregate principal amount of Senior Notes that are components of Income PRIDES on such date or (ii) on any date on or after the Reset Date or, if there is a Failed Final Remarketing, on or after the Purchase Contract Settlement Date, the aggregate principal amount of the Senior Notes outstanding on such date.

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“Authorized Newspaper” means a daily newspaper, in the English language, customarily published on each day that is a Business Day in The City of New York, whether or not published on days that are legal holidays, and of general circulation in The City of New York. The Authorized Newspaper for the purposes of the Remarketing Announcement Date, is currently anticipated to be *The Wall Street Journal* (NYC edition).

“Authorized Officer” means the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the General Counsel, the Secretary or any Vice President, or other officer of the Company performing similar functions and authorized to act in respect of matters relating to this Agreement.

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

“Board of Directors” means the board of directors of the Company or a duly authorized committee of that board.

“Board Resolution” means one or more resolutions of the Board of Directors, a copy of which has been certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification and delivered to the Agent.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of New York are authorized or obligated by any law or executive order to be closed.

“Cash Merger” has the meaning set forth in Section 5.12(a).

“Cash Settlement” has the meaning set forth in Section 5.4(a)(i).

“Certificate” means an Income PRIDES Certificate or a Growth PRIDES Certificate.

“Closing Price” has the meaning specified in Section 5.1.

“Collateral” has the meaning specified in Section 2.1 of the Pledge Agreement.

“Collateral Agent” means The Bank of New York, a New York banking corporation, as Collateral Agent under the Pledge Agreement until a successor Collateral Agent shall have become such pursuant to the applicable provisions of the Pledge Agreement, and thereafter “Collateral Agent” shall mean the Person who is then the Collateral Agent thereunder.

“Collateral Substitution” has the meaning specified in Section 3.11.

“Common Stock” means the common stock, par value US\$0.01, of the Company.

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

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“Contract Adjustment Payments” means the amounts payable by the Company in respect of each Purchase Contract issued in connection with the Income PRIDES and the Growth PRIDES, which amounts shall be equal to 2.525% per annum of the Stated Amount; computed on the basis of a 360-day year of twelve 30-day months.

“Corporate Trust Office” means the principal corporate trust office of the Agent at which, at any particular time, its corporate trust business shall be administered, which office at the date hereof is located at 101 Barclay Street, Floor 8W, New York, New York 10286, Attn: Corporate Trust Administration (Fax No. 212-815-5707).

“Coupon Rate” means the percentage rate per annum at which each Senior Note will bear interest.

“Current Market Price” has the meaning specified in Section 5.6(a)(10).

“Early Settlement” has the meaning specified in Section 5.9(a).

“Early Settlement Amount” has the meaning specified in Section 5.9(a).

“Early Settlement Date” has the meaning specified in Section 5.9(a).

“Early Settlement Rate” has the meaning specified in Section 5.9(b).

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

“Expiration Date” has the meaning specified in Section 1.4(e).

“Expiration Time” has the meaning specified in Section 5.6(a)(7).

“Failed Final Remarketing” has the meaning specified in Section 5.4(b).

“Failed Initial Remarketing” has the meaning specified in Section 5.3.

“Final Remarketing” has the meaning specified in Section 5.4(b).

“Final Remarketing Date” means the third Business Day immediately preceding the Purchase Contract Settlement Date.

“Growth PRIDES” means the collective rights and obligations of a holder of a Growth PRIDES Certificate in respect of an undivided beneficial interest in a Treasury Security, subject in each case to the Pledge thereof, and the related Purchase Contract.

“Growth PRIDES Certificate” means a certificate evidencing the rights and obligations of a Holder in respect of the number of Growth PRIDES specified on such certificate.

“Growth PRIDES Register” and “Growth PRIDES Registrar” have the respective meanings specified in Section 3.5.

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“Holder,” when used with respect to a Security, means the Person in whose name the Security evidenced by an Income PRIDES Certificate and/or a Growth PRIDES Certificate is registered in the related Income PRIDES Register and/or the Growth PRIDES Register, as the case may be.

“Income PRIDES” means the collective rights and obligations of a Holder of an Income PRIDES Certificate in respect of a Senior Note, subject to the Pledge thereof, and the related Purchase Contract.

“Income PRIDES Certificate” means a certificate evidencing the rights and obligations of a Holder in respect of the number of Income PRIDES specified on such certificate.

“Income PRIDES Register” and “Income PRIDES Registrar” have the respective meanings specified in Section 3.5.

“Indenture” means the Indenture, dated as of December 21, 2001, between the Company and Wachovia Bank, National Association (as successor to First Union National Bank), as trustee, as amended by a Replacement Trustee Agreement, by and between The Bank of New York and the Company, as supplemented by a second supplemental indenture, to be dated February 12, 2004 between The Bank of New York, as trustee, and the Company, establishing the Senior Notes.

“Initial Remarketing” has the meaning specified in Section 5.3.

“Initial Remarketing Date(s)” means, unless there has been a successful remarketing of the Senior Notes prior to such date, one or more Business Days selected by the Company as a date on which the Remarketing Agent shall remarket the Senior Notes, provided that no more than five Remarketing Dates shall occur between August 12, 2007 and the fifth Business Day immediately preceding the Purchase Contract Settlement Date.

“Interest Payment Date” with respect to the Senior Notes, has the meaning set forth in the Indenture.

“Issuer Order” or “Issuer Request” means a written order or request signed in the name of the Company by an Authorized Officer and delivered to the Agent.

“Merger Early Settlement” has the meaning set forth in Section 5.12(a).

“Merger Early Settlement Date” has the meaning set forth in Section 5.12(a).

“NYSE” has the meaning specified in Section 5.1.

“Officer’s Certificate” means a certificate signed by an Authorized Officer and delivered to the Agent.

“Opinion of Counsel” means an opinion in writing signed by legal counsel, who may be an employee of or counsel to the Company or an Affiliate of the Company.

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“Outstanding Securities,” with respect to any Income PRIDES or Growth PRIDES, means, as of the date of determination, all Income PRIDES or Growth PRIDES evidenced by Certificates theretofore authenticated, executed and delivered under this Agreement, except:

- (i) if a Termination Event has occurred, (A) Growth PRIDES and (B) Income PRIDES for which the Stated Amount of the related Senior Note has been theretofore deposited with the Agent in trust for the Holders of such Income PRIDES
- (ii) Income PRIDES and Growth PRIDES evidenced by Certificates theretofore cancelled by the Agent or delivered to the Agent for cancellation or deemed cancelled pursuant to the provisions of this Agreement; and
- (iii) Income PRIDES and Growth PRIDES evidenced by Certificates in exchange for or in lieu of which other Certificates have been authenticated, executed on behalf of the Holder and delivered pursuant to this Agreement, other than any such Certificate in respect of which there shall have been presented to the Agent proof satisfactory to it that such Certificate is held by a bona fide purchaser in whose hands the Income PRIDES or Growth PRIDES evidenced by such Certificate are valid obligations of the Company;

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

“Payment Date” means each February 17, May 17, August 17 and November 17, commencing May 17, 2004.

“Permitted Investments” has the meaning set forth in Section 1.1 of the Pledge Agreement.

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

“Pledge” means the pledge under the Pledge Agreement of the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, and of the Treasury Securities, in each case constituting a part of the Securities.

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

“Predecessor Certificate” means a Predecessor Income PRIDES Certificate or a Predecessor Growth PRIDES Certificate.

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

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

“Primary Treasury Dealer” means a primary U.S. government securities dealer in New York City.

“Proceeds” has the meaning set forth in Section 1.1 of the Pledge Agreement.

“Purchase Contract” when used with respect to any Security, means the contract forming a part of such Security and obligating the Company (A) to sell and the Holder of such Security to purchase Common Stock equal to the applicable Settlement Rate, and (B) to pay the Holder Contract Adjustment Payments on the terms and subject to the conditions set forth in Article V hereof.

“Purchase Contract Settlement Date” means February 17, 2008.

“Purchase Contract Settlement Fund” has the meaning specified in Section 5.5.

“Purchase Price” has the meaning specified in Section 5.1.

“Purchased Shares” has the meaning specified in Section 5.6(a)(7).

“Quotation Agent” means (i) Merrill Lynch Government Securities, Inc. or its successor, provided, however, that, if the foregoing shall cease to be a Primary Treasury Dealer, the Company shall substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealer selected by the Company.

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“Record Date” for the distribution payable in respect of the Senior Notes or the Applicable Ownership Percentage of the Treasury Portfolio and Contract Adjustment Payments payable on any Payment Date means a day selected by the Company which shall be at least one Business Day but no more than 60 Business Days prior to such Payment Date.

“Redemption Amount” means (i) in the case of a Tax Event Redemption occurring prior to the Reset Date or, if there is a Failed Initial Remarketing, prior to the Purchase Contract Settlement Date, for each Senior Note, the product of the principal amount of such Senior Note and a fraction whose numerator is the Treasury Portfolio Purchase Price and whose denominator is the aggregate principal amount of Senior Notes that are components of Income PRIDES, and (ii) in the case of a Tax Event Redemption occurring on or after the Reset Date or, if there is a Failed Initial Remarketing, on or after the Purchase Contract Settlement Date, for each Senior Note, the product of the principal amount of such Senior Note and a fraction whose numerator is the Treasury Portfolio Purchase Price and whose denominator is the sum of the aggregate principal amount of the Senior Notes outstanding on the Tax Event Redemption Date.

“Redemption Price” means the redemption price per Senior Note equal to the Redemption Amount plus any accrued and unpaid interest on such Senior Note to the date of redemption.

“Reference Price” has the meaning specified in Section 5.1.

“Register” means the Income PRIDES Register and the Growth PRIDES Register.

“Registrar” means the Income PRIDES Registrar and the Growth PRIDES Registrar.

“Remarketing Agent” has the meaning specified in Section 5.3.

“Remarketing Agreement” means the Remarketing Agreement, dated as of the date hereof, by and among the Company, the Remarketing Agent and the Agent.

“Remarketing Announcement Date” means the seventh Business Day immediately preceding each proposed Reset Date.

“Remarketing Date” means each of the Initial Remarketing Date and the Final Remarketing Date.

“Remarketing Fee” means 25 basis points (0.25%) of the aggregate principal amount of the remarketed Senior Notes if the maturity date of the remarketed Senior Notes is on or prior to the Purchase Contract Settlement Date, or, if the maturity date of the Senior Notes is extended on the Reset Date to after February 17, 2010, such other amount as agreed between the Company and the Remarketing Agent.

“Reorganization Event” has the meaning specified in Section 5.6(b).

“Reset Agent” means a nationally recognized investment banking firm chosen by the Company to determine the Reset Rate.

“Reset Date” means the third Business Day immediately following the Initial Remarketing Date on which the Senior Notes are successfully remarketed or the Final Remarketing Date if the Senior Notes are successfully remarketed on such date.

“Reset Rate” means the Coupon Rate to be in effect for the Senior Notes on and after the Reset Date and determined as provided in Section 4.1.

“Reset Spread” means (a) in the case of the Reset Rate to be determined on an Initial Remarketing Date, a spread amount to be determined by the Reset Agent on the applicable Remarketing Announcement Date as the appropriate spread so that the Reset Rate will be the interest rate that the Senior Notes should bear in order for the Applicable Principal Amount of Senior Notes to have an approximate aggregate market value of 100.25% of the Treasury Portfolio Purchase Price on an Initial Remarketing Date and (b) in the case of the Reset Rate to be determined on the Final Remarketing Date, a spread amount determined by the Reset Agent on the applicable Remarketing Announcement Date as the appropriate spread so that the Reset Rate will be the interest rate that the Senior Notes should bear in order for the Senior Notes to have an approximate aggregate market value of 100.25% of their principal amount on the Final Remarketing Date.

“Responsible Officer,” when used with respect to the Agent, means any officer of the Agent assigned by the Agent to administer its corporate trust matters.

“Security” means an Income PRIDES or a Growth PRIDES.

“Senior Indebtedness” means indebtedness of any kind of the Company (including the Senior Notes) unless the instrument under which such indebtedness is incurred expressly provides that it is in parity or subordinate in right of payment to the Contract Adjustment Payments.

“Senior Notes” means the series of senior notes of the Company designated 4.125% Senior Notes initially due 2010, to be issued under the Indenture as of the date hereof.

“Settlement Rate” has the meaning specified in Section 5.1.

“Significant Corporate Action” has the meaning specified in Section 5.6(a)(8).

“Significant Corporate Action Early Settlement” has the meaning specified in Section 5.13.

“Significant Corporate Action Early Settlement Date” has the meaning specified in Section 5.13.

“Stated Amount” means \$1,000, which is equal to the stated amount of an Income PRIDES and the stated amount of a Growth PRIDES, as the case may be.

“Successful Initial Remarketing” has the meaning specified in Section 5.3.

“Successful Final Remarketing” has the meaning specified in Section 5.4(b).

“Tax Event” means the receipt by the Company of an opinion of nationally recognized tax counsel experienced in such matters to the effect that there is more than an insubstantial risk that interest payable by the Company on the Senior Notes on the next Payment Date would not be deductible, in whole or in part, by the Company for United States federal income tax purposes as a result of (a) any amendment to, change in, or announced proposed change in, the laws, or any regulations thereunder, of the United States or any political subdivision or taxing authority thereof or therein affecting taxation, (b) any amendment to or change in an official interpretation or application of any such law or regulations by any legislative body, court, governmental agency or regulatory authority or (c) any official interpretation or pronouncement that provides for a position with respect to any such laws or regulations that differs from the generally accepted position on the date hereof, which amendment, change, or proposed change is effective or which interpretation or pronouncement is announced on or after the date hereof.

“Tax Event Redemption” means, if a Tax Event shall occur and be continuing, the redemption of the Senior Notes, at the option of the Company, in whole but not in part, on not less than 30 days nor more than 60 days’ written notice.

“Tax Event Redemption Date” means the date upon which a Tax Event Redemption is to occur.

“Tax Event Redemption Principal Amount” means either (i) if the Tax Event Redemption Date occurs prior to the Reset Date or, in the event of failed remarketing, prior to the Purchase Contract Settlement Date, the aggregate principal amount of the Senior Notes which are components of Income PRIDES on the Tax Event Redemption Date or (ii) if the Tax Event Redemption Date occurs on or after the Reset Date or, in the event of a failed remarketing, on or after the Purchase Contract Settlement Date, the aggregate principal amount of the Senior Notes outstanding on such Tax Event Redemption Date.

“Tender or Exchange Offer” has the meaning specified in Section 5.6(a)(7).

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

“Termination Event” means the occurrence of any of the following events: (i) at any time on or prior to the Purchase Contract Settlement Date, a judgment, decree or court order shall have been entered granting relief under the Bankruptcy Code, adjudicating the Company to be insolvent, or approving as properly filed a petition seeking reorganization or liquidation of the Company under the Bankruptcy Code or any other similar applicable Federal or state law, and, unless such judgment, decree or order shall have been entered within 60 days prior to the Purchase Contract Settlement Date, such decree or order shall have continued undischarged and unstayed for a period of 60 days; or (ii) a judgment, decree or court order for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Company or of its property, or for the winding up or liquidation of its affairs, shall have been entered, and, unless such judgment, decree or order shall have been entered within 60 days prior to the Purchase Contract Settlement Date, such judgment, decree or order shall have continued undischarged and unstayed for a period of 60 days; or (iii) at any time on or prior to the Purchase Contract Settlement Date, the Company shall file a petition for relief under the Bankruptcy Code, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or

answer or consent seeking reorganization or liquidation under the Bankruptcy Code or any other similar applicable Federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

“Threshold Appreciation Price” has the meaning specified in Section 5.1.

“TIA” means the Trust Indenture Act of 1939, as amended, or any successor statute.

“Trading Day” has the meaning specified in Section 5.1.

“Treasury Portfolio” means a portfolio of zero-coupon U.S. Treasury securities consisting of (i) principal or interest strips of U.S. Treasury securities that mature on or prior to February 15, 2008 in an aggregate amount equal to the Applicable Principal Amount and (ii) with respect to the originally scheduled Interest Payment Dates on the Senior Notes that occur after a Successful Initial Remarketing or a Successful Final Remarketing, or with respect to each originally scheduled Interest Payment Dates on the Senior Notes that occur after the Tax Event Redemption Date and on or before February 17, 2008, in the case of a Tax Event Redemption, interest or principal strips of U.S. Treasury securities that mature on or prior to that Interest Payment Date in an aggregate amount equal to the aggregate interest payment that would be due on the aggregate principal amount of the Senior Notes if the Coupon Rate was not reset pursuant to a Successful Initial Remarketing or a Successful Final Remarketing.

“Treasury Portfolio Purchase Price” means the lowest aggregate price quoted by a primary U.S. government securities dealer in New York City to the Quotation Agent on the third Business Day immediately preceding the Tax Event Redemption Date for the purchase of the Treasury Portfolio for settlement on the Tax Event Redemption Date.

“Treasury Security” means a zero-coupon U.S. Treasury security with a principal amount at maturity equal to \$1,000 and maturing on February 15, 2008 (or, if the maturity date of the Senior Notes is extended to a later date, on such later maturity date).

“Vice President” means any vice president, whether or not designated by a number or a word or words added before or after the title “vice president.”

Section 1.2. *Compliance Certificates and Opinions.*

Except as otherwise expressly provided by this Agreement, upon any application or request by the Company to the Agent to take any action under any provision of this Agreement, the Company shall furnish to the Agent an Officer’s Certificate stating that all conditions precedent, if any, provided for in this Agreement relating to the proposed action have been complied with and, if requested by the Agent, an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Agreement relating to such particular application or request, no additional certificate or opinion need be furnished.

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Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Agreement shall include:

- (1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of each such individual, he or she has made such examination or investigation as is necessary to enable such individual to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.3. *Form of Documents Delivered to Agent.*

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Agreement, they may, but need not, be consolidated and form one instrument.

Section 1.4. *Acts of Holders; Record Dates.*

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Agreement to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the

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Agent and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “Act” of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Agreement and (subject to Section 7.1) conclusive in favor of the Agent and the Company, if made in the manner provided in this Section.

- (b) The fact and date of the execution by any Person of any such instrument or writing may be proved in any manner which the Agent deems sufficient.
- (c) The ownership of Securities shall be proved by the Income PRIDES Register or the Growth PRIDES Register, as the case may be.
- (d) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Certificate shall bind every future Holder of the same Certificate and the Holder of every Certificate issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Agent or the Company in reliance thereon, whether or not notation of such action is made upon such Certificate.
- (e) The Company may set any day as a record date for the purpose of determining the Holders of Outstanding Securities entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Agreement to be given, made or taken by Holders of Securities. If any record date is set pursuant to this paragraph, the Holders of the Outstanding Securities, whether Income PRIDES or Growth PRIDES, as the case may be, on such record date, and no other Holders, shall be entitled to take the relevant action with respect to the Income

PRIDES or the Growth PRIDES, as the case may be, whether or not such Holders remain Holders after such record date; provided that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite number of Outstanding Securities on such record date. Nothing in this paragraph shall be construed to prevent the Company from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite number of Outstanding Securities on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Agent in writing and to each Holder of Securities in the manner set forth in Section 1.6.

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

Date with respect thereto, subject to its right to change the Expiration Date as provided in this paragraph. Notwithstanding the foregoing, no Expiration Date shall be later than the 180th day after the applicable record date.

Section 1.5. *Notices.*

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

(1) the Agent by any Holder or by the Company shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered or mailed, first-class postage prepaid, to the Agent at The Bank of New York, 101 Barclay Street, Floor 8W, New York, New York 10286, Attn: Corporate Trust Administration (Fax No. 212-815-5707), or at any other address previously furnished in writing by the Agent to the Holders and the Company; or

(2) the Company by the Agent or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered or mailed, first-class postage prepaid, to the Company at Affiliated Managers Group, Inc., 600 Hale Street, Prides Crossing, MA 01965, Attention: Chief Financial Officer, or at any other address previously furnished in writing to the Agent by the Company; or

(3) the Collateral Agent by the Agent, the Company or any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given, furnished or filed in writing and personally delivered or mailed, first-class postage prepaid, addressed to the Collateral Agent at The Bank of New York, 101 Barclay Street, Floor 8W, New York, New York 10286, Attn: Corporate Trust Administration (Fax No. 212-815-5707), or at any other address previously furnished in writing by the Collateral Agent to the Agent, the Company and the Holders.

Section 1.6. *Notice to Holders; Waiver.*

Where this Agreement provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at its address as it appears in the applicable Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Agreement provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification as shall be

made with the approval of the Agent shall constitute a sufficient notification for every purpose hereunder.

Section 1.7. *Effect of Headings and Table of Contents.*

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.8. *Successors and Assigns.*

All covenants and agreements in this Agreement by the Company shall bind its successors and assigns, whether so expressed or not.

Section 1.9. *Separability Clause.*

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

Section 1.10. *Benefits of Agreement.*

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

Section 1.11. *Governing Law.*

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

Section 1.12. *Legal Holidays.*

In any case where any Payment Date shall not be a Business Day, then (notwithstanding any other provision of this Agreement or the Income PRIDES Certificates or the Growth PRIDES Certificates) payment of the Contract Adjustment Payments, if any, shall not be made on such date, but such payments shall be made on the next succeeding Business Day with the same force and effect as if made on such Payment Date, and no interest shall accrue or be payable by the Company or any Holder for the period from and after any such Payment Date, except that, if such next succeeding Business Day is in the next succeeding calendar year, such payment shall be made on the immediately preceding Business Day with the same force and effect as if made on such Payment Date.

In any case where any Purchase Contract Settlement Date shall not be a Business Day, then (notwithstanding any other provision of this Agreement, the Income PRIDES Certificates or the Growth PRIDES Certificates), the Purchase Contracts shall not be performed on such date,

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but the Purchase Contracts shall be performed on the immediately following Business Day with the same force and effect as if performed on the Purchase Contract Settlement Date.

Section 1.13. *Counterparts.*

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

Section 1.14. *Inspection of Agreement.*

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

ARTICLE II
CERTIFICATE FORMS

Section 2.1. *Forms of Certificates Generally.*

The Income PRIDES Certificates (including the form of Purchase Contract forming part of the Income PRIDES evidenced thereby) shall be in substantially the form set forth in Exhibit A hereto, with such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as may be required by the rules of any securities exchange on which the Income PRIDES are listed or any depositary therefor, or as may, consistently herewith, be determined by the officers of the Company executing such Income PRIDES Certificates, as evidenced by their execution of the Income PRIDES Certificates.

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

The Growth PRIDES Certificates (including the form of Purchase Contracts forming part of the Growth PRIDES evidenced thereby) shall be in substantially the form set forth in Exhibit B hereto, with such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as may be required by the rules of any securities exchange on which the Growth PRIDES may be listed or any depositary therefor, or as may, consistently herewith, be determined by the officers of the Company executing such Growth PRIDES Certificates, as evidenced by their execution of the Growth PRIDES Certificates.

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

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Section 2.2. *Form of Agent's Certificate of Authentication.*

The form of the Agent's certificate of authentication of the Income PRIDES shall be in substantially the form set forth on the form of the Income PRIDES Certificates set forth as Exhibit A hereto.

The form of the Agent's certificate of authentication of the Growth PRIDES shall be in substantially the form set forth on the form of the Growth PRIDES Certificates set forth as Exhibit B hereto.

Section 3.1. *Title and Terms; Denominations.*

The aggregate number of Income PRIDES evidenced by Certificates authenticated, executed on behalf of the Holders and delivered hereunder will initially be 250,000, except for Certificates authenticated, executed and delivered upon registration of transfer of, in exchange for, or in lieu of, other Certificates pursuant to Section 3.4, 3.5, 3.8, 3.11, 3.12, 5.9 or 8.5. Growth PRIDES will be issued only in the manner described in Section 3.13 hereof. The Company may from time to time authorize and issue additional PRIDES that will constitute a single series with the PRIDES referred to in the prior sentence without the consent of the Holders thereof.

The Certificates shall be issuable only in registered form and only in denominations of a single Income PRIDES or Growth PRIDES and any integral multiple thereof.

Section 3.2. *Rights and Obligations Evidenced by the Certificates.*

Each Income PRIDES Certificate shall evidence the number of Income PRIDES specified therein, with each such Income PRIDES representing the ownership by the Holder thereof of a beneficial interest in a Senior Note or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, subject to the Pledge of such Senior Note or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, by such Holder pursuant to the Pledge Agreement, and the rights and obligations of the Holder thereof and the Company under one Purchase Contract. The Agent as attorney-in-fact for, and on behalf of, the Holder of each Income PRIDES shall pledge, pursuant to the Pledge Agreement, the Senior Note or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, forming a part of such Income PRIDES, to the Collateral Agent and grant to the Collateral Agent a security interest in the right, title, and interest of such Holder in such Senior Note or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, for the benefit of the Company, to secure the obligation of the Holder under each Purchase Contract to purchase the Common Stock of the Company. Prior to the purchase of Common Stock under each Purchase Contract, the Purchase Contracts shall not entitle the Holders of Income PRIDES Certificates to any of the rights of a holder of Common Stock, including, without limitation, the right to vote or receive any dividends or other payments or to consent or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or for any other matter, or any other rights whatsoever as stockholders of the Company.

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Each Growth PRIDES Certificate shall evidence the number of Growth PRIDES specified therein, with each such Growth PRIDES representing the ownership by the Holder thereof of an undivided beneficial ownership interest in a Treasury Security, subject to the Pledge of such Treasury Security by such Holder pursuant to the Pledge Agreement, and the rights and obligations of the Holder thereof and the Company under one Purchase Contract. The Agent as attorney-in-fact for, and on behalf of, the Holder of each Growth PRIDES shall pledge, pursuant to the Pledge Agreement, each Treasury Security forming a part of such Growth PRIDES, to the Collateral Agent and grant to the Collateral Agent a security interest in the right, title, and interest of such Holder in such Treasury Security for the benefit of the Company, to secure the obligation of the Holder under one Purchase Contract to purchase the Common Stock of the Company. Prior to the purchase of Common Stock under each Purchase Contract, the Purchase Contracts shall not entitle the Holders of Growth PRIDES Certificates to any of the rights of a holder of Common Stock, including, without limitation, the right to vote or receive any dividends or other payments or to consent or to receive notice as stockholders in respect of the meetings of stockholders or for the election of directors of the Company or for any other matter, or any other rights whatsoever as stockholders of the Company.

Section 3.3. *Execution, Authentication, Delivery and Dating.*

Subject to the provisions of Sections 3.11 and 3.12 hereof, upon the execution and delivery of this Agreement, and at any time and from time to time thereafter, the Company may deliver Certificates executed by the Company to the Agent for authentication, execution on behalf of the Holders and delivery, together with its Issuer Order for authentication of such Certificates, and the Agent in accordance with such Issuer Order shall authenticate, execute on behalf of the Holders and deliver such Certificates.

The Certificates shall be executed on behalf of the Company by any Authorized Officer and delivered to the Agent. The signature of any such officer on the Certificates may be manual or facsimile.

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

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

Each Certificate shall be dated the date of its authentication.

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

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

Section 3.4. *Temporary Certificates.*

Pending the preparation of definitive Certificates, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holders, and deliver, in lieu of such definitive Certificates, temporary Certificates which are in substantially the forms set forth in Exhibit A and Exhibit B hereto, as the case may be, with such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as may be required by the rules of any securities exchange on which the Income PRIDES or Growth PRIDES are listed, or as may, consistently herewith, be determined by the officers of the Company executing such Certificates, as evidenced by their execution of the Certificates.

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

Section 3.5. *Registration; Registration of Transfer and Exchange.*

The Agent shall keep at the Corporate Trust Office a register (the "Income PRIDES Register") in which, subject to such reasonable regulations as it may prescribe, the Agent shall provide for the registration of Income PRIDES Certificates and of transfers of Income PRIDES Certificates (the Agent, in such capacity, the "Income PRIDES Registrar") and a register (the "Growth PRIDES Register") in which, subject to such reasonable regulations as it may prescribe, the Agent shall provide for the registration of the Growth PRIDES Certificates and of transfers of Growth PRIDES Certificates (the Agent, in such capacity, the "Growth PRIDES Registrar").

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

At the option of the Holder, Certificates may be exchanged for other Certificates, of any authorized denominations and evidencing a like number of Income PRIDES or Growth PRIDES,

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as the case may be, upon surrender of the Certificates to be exchanged at the Corporate Trust Office. Whenever any Certificates are so surrendered for exchange, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holder, and deliver the Certificates which the Holder making the exchange is entitled to receive.

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

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

No service charge shall be made for any registration of transfer or exchange of a Certificate, but the Company and the Agent may require payment from the Holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Certificates, other than any exchanges pursuant to Sections 3.6 and 8.5 not involving any transfer.

Notwithstanding the foregoing, the Company shall not be obligated to execute and deliver to the Agent, and the Agent shall not be obligated to authenticate, execute on behalf of the Holder and deliver any Certificate presented or surrendered for registration of transfer or for exchange on or after the Business Day immediately preceding the earlier of the Purchase Contract Settlement Date or the Termination Date. In lieu of delivery of a new Certificate, upon satisfaction of the applicable conditions specified above in this Section and receipt of appropriate registration or transfer instructions from such Holder, the Agent shall (i) if the Purchase Contract Settlement Date has occurred, deliver the number of shares of Common Stock issuable in respect of the Purchase Contracts forming a part of the Securities evidenced by such Certificate, (ii) in the case of Income PRIDES, if a Termination Event shall have occurred prior to the Purchase Contract Settlement Date, transfer the aggregate Stated Amount of the Senior Notes evidenced thereby or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, or (iii) in the case of Growth PRIDES, if a Termination Event shall have occurred prior to the Purchase Contract Settlement Date, transfer the Treasury Securities evidenced thereby, in each case subject to the applicable conditions and in accordance with the applicable provisions of Article V hereof.

Section 3.6. *Certificated PRIDES.*

The Certificates, on original issuance, will be issued in the form of fully registered definitive Certificates to be delivered to the Holders of such Certificates.

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Section 3.7. *Notices to Holders.*

Whenever a notice or other communication to the Holders is required to be given under this Agreement, the Company or the Company's agent shall give such notices and communications to the Holders.

Section 3.8. *Mutilated, Destroyed, Lost and Stolen Certificates.*

If any mutilated Certificate is surrendered to the Agent, the Company shall execute and deliver to the Agent, and the Agent shall authenticate, execute on behalf of the Holder, and deliver in exchange therefor, a new Certificate at the cost of the Holder, evidencing the same number of Income PRIDES or Growth PRIDES, as the case may be, and bearing a Certificate number not contemporaneously outstanding.

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

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

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

Every new Certificate issued pursuant to this Section in lieu of any destroyed, lost or stolen Certificate shall constitute an original additional contractual obligation of the Company and of the Holder in respect of the Security evidenced thereby, whether or not the destroyed, lost or stolen Certificate (and the Securities evidenced thereby) shall be at any time enforceable by

anyone, and shall be entitled to all the benefits and be subject to all the obligations of this Agreement equally and proportionately with any and all other Certificates delivered hereunder.

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

Section 3.9. *Persons Deemed Owners.*

Prior to due presentment of a Certificate for registration of transfer, the Company and the Agent, and any agent of the Company or the Agent, may treat the Person in whose name such Certificate is registered as the owner of the Income PRIDES or Growth PRIDES evidenced thereby, for the purpose of receiving interest on the Senior Notes or distributions on the maturing interest strips of the Treasury Portfolio, as applicable, receiving payments of Contract Adjustment Payments, performance of the Purchase Contracts and for all other purposes whatsoever, whether or not any interest on the Senior Notes or the Contract Adjustment Payments payable in respect of the Purchase Contracts constituting a part of the Income PRIDES or Growth PRIDES evidenced thereby shall be overdue and notwithstanding any notice to the contrary, and neither the Company nor the Agent, nor any agent of the Company or the Agent, shall be affected by notice to the contrary.

Section 3.10. *Cancellation.*

All Certificates surrendered for delivery of Common Stock on or after the Purchase Contract Settlement Date, upon the transfer of Senior Notes or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, or Treasury Securities, as the case may be, after the occurrence of a Termination Event or pursuant to an Early Settlement, or upon the registration of a transfer or exchange of a Security, or a Collateral Substitution or the re-establishment of an Income PRIDES shall, if surrendered to any Person other than the Agent, be delivered to the Agent and, if not already cancelled, shall be promptly cancelled by it. The Company may at any time deliver to the Agent for cancellation any Certificates previously authenticated, executed and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Certificates so delivered shall, upon Issuer Order, be promptly cancelled by the Agent. No Certificates shall be authenticated, executed on behalf of the Holder and delivered in lieu of or in exchange for any Certificates cancelled as provided in this Section, except as expressly permitted by this Agreement. All cancelled Certificates held by the Agent shall be disposed of by the Agent in accordance with its customary practices or upon written request be returned to the Company.

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

Section 3.11. *Establishment of Growth PRIDES.*

A Holder may separate the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as applicable, from the related Purchase Contracts in respect of an Income PRIDES by substituting for such Senior Notes or the appropriate Applicable

Ownership Interest of the Treasury Portfolio, as the case may be, Treasury Securities in an aggregate principal amount of such Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, as applicable (a "Collateral Substitution"), at any time from and after the date of this Agreement and on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date

in the case of the Senior Notes and on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date in the case of the appropriate Applicable Ownership Interest of the Treasury Portfolio, in each case by (a) depositing with the Collateral Agent Treasury Securities having an aggregate principal amount at maturity equal to the aggregate principal amount of the Senior Notes comprising part of such Income PRIDES or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio comprising part of such Income PRIDES, as the case may be, and (b) transferring the related Income PRIDES to the Agent accompanied by a notice to the Agent, substantially in the form of Exhibit D hereto, stating that the Holder has transferred the relevant amount of Treasury Securities to the Collateral Agent and requesting that the Agent instruct the Collateral Agent to release the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, underlying such Income PRIDES, whereupon the Agent shall promptly give such instruction to the Collateral Agent, substantially in the form of Exhibit C hereto. Upon receipt of the Treasury Securities described in clause (a) above and the instruction described in clause (b) above, in accordance with the terms of the Pledge Agreement, the Collateral Agent will release to the Agent, on behalf of the Holder, Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, having the appropriate aggregate principal amount in the case of such Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, from the Pledge, free and clear of the Company's security interest therein, and upon receipt thereof the Agent shall promptly:

- (i) cancel the related Income PRIDES;
- (ii) transfer the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, to the Holder; and
- (iii) authenticate, execute on behalf of such Holder and deliver a Growth PRIDES Certificate executed by the Company in accordance with Section 3.3 evidencing the same number of Purchase Contracts as were evidenced by the cancelled Income PRIDES.

Holders who elect to separate the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, from the related Purchase Contract and to substitute Treasury Securities for such Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, shall be responsible for any fees or expenses payable to the Collateral Agent for its services as Collateral Agent in respect of the substitution, and the Company shall not be responsible for any such fees or expenses.

In the event a Holder making a Collateral Substitution pursuant to this Section 3.11 fails to deliver an Income PRIDES Certificate(s) to the Agent after depositing Treasury Securities with the Collateral Agent, the Senior Notes or the appropriate Applicable Ownership Interest of

the Treasury Portfolio, as the case may be, constituting a part of such Income PRIDES, and any interest on such Senior Note or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, shall be held in the name of the Agent or its nominee in trust for the benefit of such Holder, until such Income PRIDES are so transferred or the Income PRIDES Certificate is so delivered, as the case may be, or, with respect to an Income PRIDES Certificate, such Holder provides evidence satisfactory to the Company and the Agent that such Income PRIDES Certificate has been destroyed, lost or stolen, together with any indemnity that may be required by the Agent and the Company.

Except as provided in this Section 3.11, for so long as the Purchase Contract underlying an Income PRIDES remains in effect, such Income PRIDES shall not be separable into its constituent parts, and the rights and obligations of the Holder in respect of the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, and Purchase Contract comprising such Income PRIDES may be acquired, and may be transferred and exchanged, only as an Income PRIDES.

Section 3.12. *Reestablishment of Income PRIDES.*

A Holder of a Growth PRIDES may create or recreate Income PRIDES at any time (i) on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date, if a Tax Event Redemption or a Successful Initial Remarketing has not occurred, and (ii) on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date, if a Tax Event Redemption or a Successful Initial Remarketing has occurred and an Applicable Ownership Interest in the Treasury Portfolio has become a component of the Income PRIDES, in each case by (a) depositing with the Collateral Agent Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, having an aggregate principal amount in the case of the Senior Notes, or an appropriate Applicable Ownership Interest (as defined in clause (A) of the definition of such term) of the Treasury Portfolio, as the case may be, equal to the aggregate principal amount of the Treasury Securities comprising part of the Growth PRIDES and (b) transferring the related Growth PRIDES to the Agent accompanied by a notice to the Agent, substantially in the form of Exhibit D hereto, stating that the Holder has transferred the relevant amount of Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, to the Collateral Agent and requesting that the Agent instruct the Collateral Agent to release the Treasury Securities underlying such Growth PRIDES, whereupon the Agent shall promptly give such instruction to the Collateral Agent, substantially in the form of Exhibit C hereto. Upon receipt of the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, described in clause (a) above and the instruction described in clause (b) above, in accordance with the terms of the Pledge Agreement, the Collateral Agent will release to the Agent, on behalf of the Holder, the Treasury Securities having a corresponding aggregate principal amount from the Pledge, free and clear of the Company's security interest therein, and upon receipt thereof the Agent shall promptly:

- (i) cancel the related Growth PRIDES;
- (ii) transfer the Treasury Securities to the Holder; and

- (iii) authenticate, execute on behalf of such Holder and deliver an Income PRIDES Certificate executed by the Company in accordance with Section 3.3 evidencing the same number of Purchase Contracts as were evidenced by the cancelled Growth PRIDES.

In the event a Holder re-establishing Income PRIDES pursuant to this Section 3.12 fails to deliver a Growth PRIDES Certificate(s) to the Agent after depositing Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, with the Collateral Agent, the

Treasury Securities constituting a part of such Growth PRIDES shall be held in the name of the Agent or its nominee in trust for the benefit of such Holder, until such Growth PRIDES are so transferred or the Growth PRIDES Certificate is so delivered, as the case may be, or, with respect to a Growth PRIDES Certificate, such Holder provides evidence satisfactory to the Company and the Agent that such Growth PRIDES Certificate has been destroyed, lost or stolen, together with any indemnity that may be required by the Agent and the Company.

Except as provided in this Section 3.12, for so long as the Purchase Contract underlying a Growth PRIDES remains in effect, such Growth PRIDES shall not be separable into its constituent parts and the rights and obligations of the Holder of such Growth PRIDES in respect of the Treasury Security and Purchase Contract comprising such Growth PRIDES may be acquired, and may be transferred and exchanged, only as a Growth PRIDES.

Section 3.13. *Transfer of Collateral upon Occurrence of Termination Event.*

Upon the occurrence of a Termination Event and the transfer to the Agent of the Senior Notes, the appropriate Applicable Ownership Interest of the Treasury Portfolio or the Treasury Securities, as the case may be, underlying the Income PRIDES and the Growth PRIDES pursuant to the terms of the Pledge Agreement, the Agent shall request transfer instructions with respect to such Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio or Treasury Securities, as the case may be, from each Holder by written request mailed to such Holder at its address as it appears in the Income PRIDES Register or the Growth PRIDES Register, as the case may be. Upon delivery of an Income PRIDES Certificate or a Growth PRIDES Certificate to the Agent with such transfer instructions, the Agent shall transfer the Senior Notes, the Applicable Ownership Interest of the Treasury Portfolio or Treasury Securities, as the case may be, underlying such Income PRIDES or Growth PRIDES, as the case may be, to such Holder by book-entry transfer, or other appropriate procedures, in accordance with such instructions; provided, however, that, to the extent that a Holder of Income PRIDES or Growth PRIDES would otherwise be entitled to receive less than \$1,000 principal amount at maturity of the Treasury Portfolio or the Treasury Securities, the Agent shall dispose of such securities for cash, and transfer the appropriate amount of such cash to such Holder in accordance with such Holder's instructions. In the event a Holder of Income PRIDES or Growth PRIDES fails to effect such transfer or delivery, the Senior Notes, the appropriate Applicable Ownership Interest of the Treasury Portfolio or Treasury Securities, as the case may be, underlying such Income PRIDES or Growth PRIDES, as the case may be, and any distributions thereon, shall be held in the name of the Agent or its nominee in trust for the benefit of such Holder, until such Income PRIDES or Growth PRIDES are transferred or the Income PRIDES Certificate or Growth PRIDES Certificate is surrendered or such Holder provides satisfactory evidence that such Income

PRIDES Certificate or Growth PRIDES Certificate has been destroyed, lost or stolen, together with any indemnity that may be required by the Agent and the Company.

Section 3.14. *CUSIP Numbers.*

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

ARTICLE IV
THE SENIOR NOTES

Section 4.1. *Interest and Other Payments; Rights to Payments Preserved; Interest Rate Reset; Notice.*

A payment of interest on the Senior Notes or distribution with respect to the appropriate Applicable Ownership Interest in the Treasury Portfolio, as the case may be, which is paid on any Payment Date shall, subject to receipt thereof by the Agent from the Collateral Agent as provided by the terms of the Pledge Agreement, be paid to the Person in whose name the Income PRIDES Certificate (or one or more Predecessor Income PRIDES Certificates) of which such Senior Note or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, is a part, is registered at the close of business on the Record Date for such Payment Date.

Each Income PRIDES Certificate evidencing Senior Notes delivered under this Agreement upon registration of transfer of or in exchange for or in lieu of any other Income PRIDES Certificate shall carry the rights to accrued and unpaid interest, and other amounts that are to accrue, which were or will be carried by the Senior Notes underlying such other Income PRIDES Certificate.

In the case of any Income PRIDES with respect to which Cash Settlement of the underlying Purchase Contract is effected on the Business Day immediately preceding the Purchase Contract Settlement Date pursuant to prior notice, or with respect to which Early Settlement of the underlying Purchase Contract is effected on an Early Settlement Date, or with respect to which a Collateral Substitution is effected, in each case on a date that is after any Record Date and on or prior to the next succeeding Payment Date, interest on the Senior Notes or distributions on the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, underlying such Income PRIDES otherwise payable on such Payment Date shall be payable on such Payment Date notwithstanding such Cash Settlement or Early Settlement or Collateral Substitution, and such distributions shall, subject to receipt thereof by the Agent, be payable to the Person in whose name the Income PRIDES Certificate (or one or more Predecessor Income PRIDES Certificates) was registered at the close of business on the Record Date. Except as otherwise expressly provided in the immediately preceding sentence, in the case

of any Income PRIDES with respect to which Cash Settlement or Early Settlement of the underlying Purchase Contract is effected on the Business Day immediately preceding the Purchase Contract Settlement Date or an Early Settlement Date, as the case may be, or with respect to which a Collateral Substitution has been effected, payments of interest on the related Senior Notes or distributions with respect to the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, that would otherwise be payable after the Purchase Contract Settlement Date or Early Settlement Date shall not be payable hereunder to the Holder of such Income PRIDES; provided, however, that to the extent that such Holder continues to hold the separated Senior

Notes that formerly comprised a part of such Holder's Income PRIDES, such Holder shall be entitled to receive any payments made on such separated Senior Note.

The Senior Notes shall bear interest at the Reset Rate from the Reset Date. The Reset Rate shall equal the sum of (i) the Reset Spread and (ii) the yield on the Applicable Benchmark Treasury in effect on the third Business Day immediately preceding the Reset Date and shall be determined by the Reset Agent; provided that the Reset Rate will in no event exceed the maximum rate permitted by applicable law. On each Remarketing Announcement Date, the Reset Agent will establish the Reset Spread to be added to the yield on the Applicable Benchmark Treasury expected to be in effect on the Remarketing Date. On the Business Day immediately following the Remarketing Announcement Date, the Company will cause a notice of (a) the Reset Spread and the Applicable Benchmark Treasury, (b) any change in the scheduled Interest Payment Dates and maturity date of the Senior Notes that will become effective on the Reset Date upon a successful remarketing and (c) if applicable, the percentage of the undivided beneficial ownership interest, to be published in an Authorized Newspaper. In the event of a Failed Final Remarketing, the Coupon Rate will not be reset and the Senior Notes will continue to bear interest at the Coupon Rate effective at the time the Senior Notes were initially issued.

Section 4.2. *Notice and Voting.*

Under and subject to the terms of the Pledge Agreement, the Agent will be entitled to exercise the voting and any other consensual rights pertaining to the Senior Notes pledged with the Collateral Agent but only to the extent instructed by the Holders as described below. Upon receipt of notice of any meeting at which holders of Senior Notes are entitled to vote or upon any solicitation of consents, waivers or proxies of holders of Senior Notes, the Agent shall, as soon as practicable thereafter, mail to the Holders of Income PRIDES a notice (a) containing such information as is contained in the notice or solicitation, (b) stating that each Holder on the record date set by the Agent therefor (which, to the extent possible, shall be the same date as the record date for determining the holders of Senior Notes entitled to vote) shall be entitled to instruct the Agent as to the exercise of the voting rights pertaining to the Senior Notes underlying their Income PRIDES and (c) stating the manner in which such instructions may be given. Upon the written request of the Holders of Income PRIDES on such record date, the Agent shall endeavor insofar as practicable to vote or cause to be voted, in accordance with the instructions set forth in such requests, the maximum number of Senior Notes as to which any particular voting instructions are received. In the absence of specific instructions from the Holder of an Income PRIDES, the Agent shall abstain from voting the Senior Note constituting a part of such Holder's Income PRIDES. The Company hereby agrees, if applicable, to solicit Holders of Income PRIDES to timely instruct the Agent in order to enable the Agent to vote such Senior Notes.

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Section 4.3. *Tax Event Redemption.*

Upon the occurrence of a Tax Event Redemption prior to the Reset Date, or in the event of a Failed Initial Remarketing, prior to the Purchase Contract Settlement Date, pursuant to the terms of the Pledge Agreement, the Collateral Agent will apply, out of the aggregate Redemption Price for the Senior Notes that are components of Income PRIDES, an amount equal to the aggregate Redemption Amount for the Senior Notes that are components of Income PRIDES to purchase on behalf of the Holders of Income PRIDES the Treasury Portfolio and promptly remit the remaining portion of such Redemption Price to the Agent for payment to the Holders of such Income PRIDES. The Treasury Portfolio will be substituted for the pledged Senior Notes, and will be held by the Collateral Agent in accordance with the terms of the Pledge Agreement to secure the obligation of each Holder of an Income PRIDES to purchase the Common Stock of the Company under the Purchase Contract constituting a part of such Income PRIDES. Following the occurrence of a Tax Event Redemption prior to the Reset Date, or, in the event of a Failed Initial Remarketing, prior to the Purchase Contract Settlement Date, the Holders of Income PRIDES and the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Portfolio as the Holder of Income PRIDES and the Collateral Agent had in respect of the Senior Notes, as the case may be, subject to the Pledge thereof as provided in the Pledge Agreement, and any reference herein or in the Certificates to the Senior Note shall be deemed to be a reference to such Treasury Portfolio and any reference herein or in the Certificates to interest on the Senior Notes shall be deemed to be a reference to corresponding distributions on the Treasury Portfolio. The Company may cause to be made in any Income PRIDES Certificates thereafter to be issued such change in phraseology and form (but not in substance) as may be appropriate to reflect the substitution of the Treasury Portfolio for Senior Notes as collateral.

Section 4.4. *Consent to Treatment for Tax Purposes.*

Each Holder and beneficial owner of the Securities, by its acceptance thereof, covenants and agrees to treat itself as the owner, for federal, state and local income and franchise tax purposes of (i) the related Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, in the case of the Income PRIDES, or (ii) the Treasury Securities, in the case of the Growth PRIDES. The Company, and by purchasing and accepting the Securities or the Senior Notes, each Holder and beneficial owner of the Securities or a holder or beneficial owner of the Senior Notes, as the case may be, will be deemed to have agreed to treat for all United States federal income tax purposes the Senior Notes as "contingent payment debt instruments" as the term is used in Treasury regulation section 1.1275-4. The Company covenants and agrees and each Holder and beneficial owner of the Income PRIDES, by its acceptance thereof, further covenants and agrees (i) to treat the Senior Notes as indebtedness of the Company for federal, state and local income and franchise tax purposes and (ii) to allocate \$1,000.00 of the issue price of an Income PRIDES to the Senior Note and \$0.00 of the issue price to the Purchase Contract.

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ARTICLE V
THE PURCHASE CONTRACTS

Section 5.1. *Purchase of Common Stock.*

Each Purchase Contract shall, unless an Early Settlement has occurred in accordance with Section 5.9 hereof, obligate the Holder of the related Security to purchase, and the Company to sell, on the Purchase Contract Settlement Date at a price equal to the Stated Amount (the "Purchase Price"), a number of newly issued shares of Common Stock equal to the Settlement Rate unless, on or prior to the Purchase Contract Settlement Date, there shall have occurred a Termination Event with respect to the Security of which such Purchase Contract is a part. The "Settlement Rate" is the number of shares of Common Stock per Purchase Contract equal to (a) if the Applicable Market Value (as defined below) is equal to or greater than \$127.28 (the "Threshold Appreciation Price"), the difference of the two following fractions: (i) the Stated Amount divided by \$83.19 (the "Reference Price") and (ii) \$530 divided by the Applicable Market Value, (b) if the Applicable Market Value is less than the Threshold Appreciation Price, but is greater than the Reference Price, the

Stated Amount divided by the Applicable Market Value and (c) if the Applicable Market Value is less than or equal to the Reference Price, 12.0207 shares of Common Stock per Purchase Contract, which is equal to the Stated Amount divided by the Reference Price, in each case subject to adjustment as provided in Section 5.6 (and in each case rounded upward or downward to the nearest 1/10,000th of a share). As provided in Section 5.10, no fractional shares of Common Stock will be issued upon settlement of Purchase Contracts.

The “Applicable Market Value” means the average of the Closing Price per share of Common Stock on each of the 20 consecutive Trading Days ending on the third Trading Day immediately preceding the Purchase Contract Settlement Date.

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

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

Each Holder of an Income PRIDES or a Growth PRIDES, by its acceptance thereof, irrevocably authorizes the Agent to enter into and perform the related Purchase Contract on its behalf as its attorney-in-fact (including the execution of Certificates on behalf of such Holder), agrees to be bound by the terms and provisions thereof, covenants and agrees to perform its obligations under such Purchase Contracts, and consents to the provisions hereof, irrevocably authorizes the Agent as its attorney-in-fact to enter into and perform the Pledge Agreement on its behalf as its attorney-in-fact, and consents to and agrees to be bound by the Pledge of the Senior Notes or the Treasury Securities pursuant to the Pledge Agreement; provided that upon a Termination Event, the rights of the Holder of such Security under the Purchase Contract may be enforced without regard to any other rights or obligations. Each Holder of an Income PRIDES or a Growth PRIDES, by its acceptance thereof, further covenants and agrees, that, to the extent and in the manner provided in the Pledge Agreement, but subject to the terms thereof, payments in respect of the Stated Amount of the Senior Notes or the Proceeds of the Treasury Securities, the Senior Notes or the Treasury Portfolio, as applicable, on the Purchase Contract Settlement Date shall be paid by the Collateral Agent to the Company in satisfaction of such Holder’s obligations under such Purchase Contract and such Holder shall acquire no right, title or interest in such payments.

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

The Agent shall have no responsibility whatsoever for calculating or determining any amounts under this Section or elsewhere in this Agreement, and shall have no liability whatsoever for any errors with respect to such calculations or amounts.

Section 5.2. *Contract Adjustment Payments.*

The Company shall pay, on each Payment Date, the Contract Adjustment Payments payable in respect of each Purchase Contract to the Person in whose name a Certificate (or one or more predecessor Certificates) is registered on the Register at the close of business on the Record Date next preceding such Payment Date. The Contract Adjustment Payments will be payable at the Corporate Trust Office or, at the option of the Company, by check mailed to the address of the Person entitled thereto at such Person’s address as it appears on the Income PRIDES Register or Growth PRIDES Register or by wire transfer to an account appropriately designated in writing by the Person entitled to payment.

Payments of the Contract Adjustment Payments shall be made net of any amounts that the Company or the Agent, in their sole discretion, reasonably determine should be withheld therefrom and paid to any taxing authority. For all purposes of this Agreement and any other agreement related to the PRIDES, any such amounts so withheld shall be treated as paid to the Holder of Securities.

Upon the occurrence of a Termination Event, the Company’s obligation to pay Contract Adjustment Payments (including any accrued Contract Adjustment Payments) shall cease.

Each Certificate delivered under this Agreement upon registration of transfer of or in exchange for or in lieu of any other Certificate (including as a result of a Collateral Substitution or the reestablishment of an Income PRIDES) shall carry the rights to Contract Adjustment Payments accrued and unpaid, and to accrue Contract Adjustment Payments, which were carried by the Purchase Contracts which were represented by such other Certificates.

Subject to Section 5.9, in the case of any Security with respect to which Early Settlement of the underlying Purchase Contract is effected on an Early Settlement Date that is after any Record Date and on or prior to the next succeeding Payment Date, Contract Adjustment Payments, if any, otherwise payable on such Payment Date shall be payable on such Payment Date notwithstanding such early settlement, and such Contract Adjustment Payments shall, subject to receipt thereof by the Agent, be payable to the Person in whose name the Certificate evidencing such Security (or one or more predecessor Certificates) was registered at the close of business on such Record Date. Except as otherwise expressly provided in the immediately preceding sentence, in the case of any Security with respect to which Early Settlement of the underlying Purchase Contract is effected on an Early Settlement Date, Contract Adjustment Payments that would otherwise be payable after the Early Settlement Date with respect to such Purchase Contract shall not be payable.

The Company's obligations with respect to Contract Adjustment Payments (including any accrued Contract Adjustment Payments), will be subordinated and junior in right of payment to the Company's obligations under any Senior Indebtedness. Upon any payment or distribution of the Company's assets to its creditors upon any dissolution, winding up, liquidation or reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other similar proceedings, the holders of all Senior Indebtedness shall first be entitled to receive payment in full of all amounts due or to become due thereon, or payment of such amounts shall have been provided for, before the holders of the Securities shall be entitled to receive any Contract Adjustment Payments.

No payment of Contract Adjustment Payments may be made if (i) any payment default on any Senior Indebtedness has occurred and is continuing beyond any applicable grace period; or (ii) any default other than a payment default with respect to Senior Indebtedness occurs and is continuing that permits the acceleration of the maturity thereof and the Agent receives a written notice of such default from the Company or the holders of such Senior Indebtedness.

Section 5.3. *Initial Remarketing.*

Unless a Tax Event Redemption has occurred, the Company shall engage a nationally recognized investment bank (the "Remarketing Agent") pursuant to the Remarketing Agreement to sell the Senior Notes on an Initial Remarketing Date selected by the Company (the "Initial Remarketing"). In order to facilitate the remarketing, the Agent shall notify, by 10:00 a.m., New York City time, on the Business Day immediately preceding an Initial Remarketing Date, the Remarketing Agent of the aggregate principal amount of Senior Notes to be remarketed. Concurrently, the Collateral Agent, pursuant to the terms of the Pledge Agreement, will present

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for remarketing such Senior Notes to the Remarketing Agent. Upon receipt of such notice from the Agent and such Senior Notes from the Collateral Agent, the Remarketing Agent will, on an Initial Remarketing Date, use its reasonable efforts to remarket such Senior Notes on such date at a price of approximately 100.25% (but not less than 100%) of the Treasury Portfolio Purchase Price plus a remarketing fee ("Remarketing Fee") which shall be (i) an amount equal to 25 basis points (0.25%) of the aggregate principal amount of the remarketed Senior Notes if the remarketed Senior Notes mature on or prior to February 17, 2010 or (ii) such other amount as agreed between the Company and the Remarketing Agent if the maturity date of the Senior Notes is otherwise extended on the Reset Date to a date after February 17, 2010. If the Remarketing Agent is able to remarket the Senior Notes at a price equal to or greater than 100% of the Treasury Portfolio Purchase Price (a "Successful Initial Remarketing"), the portion of the proceeds from such Successful Initial Remarketing equal to the Treasury Portfolio Purchase Price will be applied to purchase the Treasury Portfolio. Any proceeds in excess of those required to pay the Treasury Portfolio Purchase Price and the Remarketing Fee will be remitted to the Agent for payment to the Holders of the related Income PRIDES. Income PRIDES Holders whose Senior Notes are so remarketed will not otherwise be responsible for the payment of any Remarketing Fee in connection therewith. The Treasury Portfolio will be substituted for the Senior Notes of Holders of Income PRIDES and will be pledged to the Collateral Agent to secure the Income PRIDES Holders' obligation to pay the Purchase Price for the Common Stock under the related Purchase Contracts on the Purchase Contract Settlement Date. Following the occurrence of a Successful Initial Remarketing, the Holders of Income PRIDES and the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Portfolio as the Holder of Income PRIDES and the Collateral Agent had in respect of the Senior Notes, as the case may be, subject to the Pledge thereof as provided in the Pledge Agreement, and any reference herein or in the Certificates to the Senior Notes shall be deemed to be a reference to such Treasury Portfolio and any reference herein or in the Certificates to interest on the Senior Notes shall be deemed to be a reference to corresponding distributions on the Treasury Portfolio. The Company may cause to be made in any Income PRIDES Certificates thereafter to be issued such change in phraseology and form (but not in substance) as may be appropriate to reflect the substitution of the Treasury Portfolio for Senior Notes as collateral.

If, (1) in spite of using its reasonable efforts, the Remarketing Agent cannot remarket the related Senior Notes (other than to the Company) of such Holders of Income PRIDES at a price not less than 100% of the Treasury Portfolio Purchase Price or (2) a remarketing has not occurred because a condition precedent to the remarketing has not been fulfilled, in each case, the remarketing will be deemed to have failed, the Senior Notes will continue to be a component of the Income PRIDES and another Initial Remarketing may be attempted according to the procedures set forth in this Section 5.3. If the Remarketing Agent has failed to remarket the Senior Notes on up to five separate dates prior to the fifth Business Day preceding the Purchase Contract Settlement Date, this shall be referred to as a "Failed Initial Remarketing". The Company will cause a notice of a Failed Initial Remarketing to be published in an Authorized Newspaper.

Section 5.4. *Payment of Purchase Price.*

(a) (i) Unless a Tax Event Redemption has occurred or a Holder settles the underlying Purchase Contract through the early delivery of cash to the Agent in the manner

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described in Section 5.9, each Holder of an Income PRIDES must notify the Agent by use of a notice in substantially the form of Exhibit E hereto of its intention to pay in cash ("Cash Settlement") the Purchase Price for the Common Stock to be purchased pursuant to a Purchase Contract. Such notice shall be made on or prior to 5:00 p.m., New York City time, on the seventh Business Day immediately preceding the Purchase Contract Settlement Date. The Agent shall promptly notify the Collateral Agent of the receipt of such a notice from a Holder intending to make a Cash Settlement.

(ii) A Holder of an Income PRIDES who has so notified the Agent of its intention to make a Cash Settlement in accordance with paragraph (a)(i) above is required to pay the Purchase Price to the Collateral Agent prior to 11:00 a.m., New York City time, on the Business Day immediately preceding the Purchase Contract Settlement Date in lawful money of the United States by certified or cashiers' check or wire transfer, in each case in immediately available funds payable to or upon the order of the Company. Any cash received by the Collateral Agent will be invested promptly by the Collateral Agent in Permitted Investments and paid to the Company on the Purchase Contract Settlement Date in settlement of the Purchase Contract in accordance with the terms of this Agreement and the Pledge Agreement. Any funds received by the Collateral Agent in respect of the investment earnings from the investment in such Permitted Investments will be distributed to the Agent when received for payment to the Holder.

(iii) If a Holder of an Income PRIDES fails to notify the Agent of its intention to make a Cash Settlement in accordance with paragraph (a)(i) above, such failure shall constitute an event of default and the Holder shall be deemed to have consented to the disposition of the

pledged Senior Notes pursuant to the remarketing as described in paragraph (b) below. If a Holder of an Income PRIDES does not notify the Agent as provided in paragraph (a)(i) above of its intention to pay the Purchase Price in cash, but fails to make such payment as required by paragraph (a)(ii) above, such failure shall also constitute a default; however, the Senior Notes of such a Holder will not be remarketed but instead the Collateral Agent, for the benefit of the Company, will exercise its rights as a secured party with respect to such Senior Notes, including those rights specified in paragraph (c) below.

(b) Unless a Tax Event Redemption or a Successful Initial Remarketing has occurred, the Senior Notes of Income PRIDES Holders who have not notified the Agent of their intention to effect a Cash Settlement as provided in paragraph (a)(1) above will be sold by the Remarketing Agent (the "Final Remarketing") on the third Business Day immediately preceding the Purchase Contract Settlement Date (the "Final Remarketing Date"). The Agent shall notify, by 10:00 a.m., New York City time, on the Business Day immediately preceding the Final Remarketing Date, the Remarketing Agent of the aggregate principal amount of Senior Notes to be remarketed. Concurrently, the Collateral Agent, pursuant to the terms of the Pledge Agreement, will present for remarketing such Senior Notes to the Remarketing Agent. Upon receipt of such notice from the Agent and such Senior Notes from the Collateral Agent, the Remarketing Agent will, on the Final Remarketing Date, use its reasonable efforts to remarket such Senior Notes on such date at a price of approximately 100.25% (but not less than 100%) of the aggregate principal amount of such Senior Notes plus the Remarketing Fee. If the Remarketing Agent is able to remarket the Senior Notes at a price equal to or greater than 100%

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of the aggregate principal amount of Senior Notes (a "Successful Final Remarketing"), the Remarketing Agent will remit the entire amount of the proceeds from such Successful Final Remarketing to the Collateral Agent. The portion of the proceeds equal to the aggregate principal amount of Senior Notes will automatically be applied by the Collateral Agent, in accordance with the Pledge Agreement, to satisfy in full such Income PRIDES holders' obligations to pay the Purchase Price for the Common Stock under the related Purchase Contracts on the Purchase Contract Settlement Date. Any proceeds in excess of those required to pay the Purchase Price and the Remarketing Fee will be remitted to the Agent for payment to the Holders of the related Income PRIDES. Income PRIDES Holders whose Senior Notes are so remarketed will not otherwise be responsible for the payment of any Remarketing Fee in connection therewith. If, (i) in spite of using its reasonable efforts, the Remarketing Agent cannot remarket the related Senior Notes (other than to the Company) of such Holders of Income PRIDES at a price not less than 100% of the aggregate principal amount of the Senior Notes or (2) a remarketing has not occurred because a condition precedent to the remarketing has not been fulfilled, in each case the remarketing will be deemed to have failed (a "Failed Final Remarketing") and in accordance with the terms of the Pledge Agreement the Collateral Agent for the benefit of the Company will exercise its rights as a secured party with respect to such Senior Notes, including those actions specified in paragraph (c) below. The Company will cause a notice of such Failed Final Remarketing to be published on the second Business Day immediately preceding the Purchase Contract Settlement Date in an Authorized Newspaper.

(c) With respect to any Senior Notes beneficially owned by Holders who have elected Cash Settlement but failed to deliver cash as required in (a)(ii) above, or with respect to Senior Notes which are subject to a Failed Final Remarketing, the Collateral Agent for the benefit of the Company reserves all of its rights as a secured party with respect thereto and, subject to applicable law and paragraph (g) below, may, among other things, (1) retain the Senior Notes in full satisfaction of the Holders obligations under the Purchase Contracts or (ii) sell the Senior Notes in one or more public or private sales.

(d) (i) Unless a Holder of Growth PRIDES settles the underlying Purchase Contract through the early delivery of cash to the Agent in the manner described in Section 5.9 or a Tax Event Redemption or a successful Initial Remarketing has occurred, each Holder of a Growth PRIDES must notify the Agent by use of a notice in substantially the form of Exhibit E hereto of its intention to pay in cash the Purchase Price for the Common Stock to be purchased pursuant to a Purchase Contract on or prior to 5:00 p.m., New York City time, on the second Business Day immediately preceding the Purchase Contract Settlement Date.

(ii) A Holder of a Growth PRIDES who has so notified the Agent of its intention to make a Cash Settlement in accordance with paragraph (d)(i) above is required to pay the Purchase Price to the Collateral Agent prior to 11:00 a.m., New York City time, on the Business Day immediately preceding the Purchase Contract Settlement Date in lawful money of the United States by certified or cashiers' check or wire transfer, in each case in immediately available funds payable to or upon the order of the Company. Any cash received by the Collateral Agent will be invested promptly by the Collateral Agent in specific Permitted Investments as directed in writing by the Company and paid to the Company on the Purchase Contract Settlement Date in settlement of the Purchase Contract in accordance with the terms of this Agreement and the Pledge Agreement. Any funds

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received by the Collateral Agent in respect of the investment earnings from the investment in such Permitted Investments will be distributed to the Agent when received for payment to the Holder.

(iii) If a Holder of a Growth PRIDES notifies the Agent of its intention to make a Cash Settlement in accordance with paragraph (d)(i) above, but fails to make such payment as required by paragraph (d)(ii) above, then upon the maturity of the Pledged Treasury Securities held by the Collateral Agent on the Business Day immediately prior to the Purchase Contract Settlement Date, the principal amount at maturity of the Treasury Securities or the Applicable Ownership Interest (as defined in clause (A) of the definition of such term) of the Treasury Portfolio, received by the Collateral Agent will be invested promptly in specific overnight Permitted Investments as directed in writing by the Company. On the Purchase Contract Settlement Date, an amount equal to the Purchase Price will be remitted to the Company as payment thereof without receiving any instructions from the Holder. In the event the sum of the proceeds from the related Pledged Treasury Securities and the investment earnings earned from such investments is in excess of the aggregate Purchase Price of the Purchase Contracts being settled thereby, the Collateral Agent will distribute such excess to the Agent for the benefit of the Holder of the related Growth PRIDES when received.

(e) Any distribution to Holders of excess funds and interest described above shall be payable at the office of the Agent in The City of New York maintained for that purpose or, at the option of the Holder, by check mailed to the address of the Person entitled thereto at such address as it appears on the Register.

(f) Unless a Holder settles the underlying Purchase Contract through the early delivery of cash to the Collateral Agent in the manner described herein, the Company shall not be obligated to issue any Common Stock in respect of a Purchase Contract or deliver any certificate therefor to the Holder unless it shall have received payment in full of the Purchase Price for the Common Stock to be purchased thereunder in the manner herein set forth.

(g) Upon Cash Settlement of any Purchase Contract, (i) the Collateral Agent will in accordance with the terms of the Pledge Agreement cause the Pledged Senior Notes or the Pledged Treasury Securities underlying the relevant Security to be released from the Pledge by the Collateral Agent free and clear of any security interest of the Company and transferred to the Agent for delivery to the Holder thereof or its designee as soon as practicable and (ii) subject to the receipt thereof from the Collateral Agent, the Agent shall, by book-entry transfer, or other appropriate procedures, in accordance with instructions provided by the Holder thereof, transfer such Senior Notes or such Treasury Securities (or, if no such instructions are given to the Agent by the Holder, the Agent shall hold such Senior Notes or such Treasury Securities, and any dividends or distributions thereon, in the name of the Agent or its nominee in trust for the benefit of such Holder).

(h) The obligations of the Holders to pay the Purchase Price are non-recourse obligations and are payable solely out of any Cash Settlement or the proceeds of any Collateral Pledged to secure the obligations of the Holders and in no event will Holders be liable for any deficiency between the proceeds of Collateral disposition and the Purchase Price.

Section 5.5. *Issuance of Common Stock.*

Unless a Termination Event shall have occurred on or prior to the Purchase Contract Settlement Date or an Early Settlement shall have occurred, on the Purchase Contract Settlement Date, upon its receipt of payment in full of the Purchase Price for the Common Stock purchased by the Holders pursuant to the foregoing provisions of this Article and subject to Section 5.6(b), the Company shall issue and deposit with the Agent, for the benefit of the Holders of the Outstanding Securities, one or more certificates representing the newly issued shares of Common Stock registered in the name of the Agent (or its nominee) as custodian for the Holders (such certificates for Common Stock, together with any dividends or distributions for which a record date and payment date for such dividend or distribution has occurred after the Purchase Contract Settlement Date, being hereinafter referred to as the "Purchase Contract Settlement Fund") to which the Holders are entitled hereunder. Subject to the foregoing, upon surrender of a Certificate to the Agent on or after the Purchase Contract Settlement Date, together with settlement instructions thereon duly completed and executed, the Holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Common Stock which such Holder is entitled to receive pursuant to the provisions of this Article V (after taking into account all Securities then held by such Holder) together with cash in lieu of fractional shares as provided in Section 5.10 and any dividends or distributions with respect to such shares constituting part of the Purchase Contract Settlement Fund, but without any interest thereon, and the Certificate so surrendered shall forthwith be cancelled. Such shares shall be registered in the name of the Holder or the Holder's designee as specified in the settlement instructions provided by the Holder to the Agent. If any shares of Common Stock issued in respect of a Purchase Contract are to be registered to a Person other than the Person in whose name the Certificate evidencing such Purchase Contract is registered, no such registration shall be made unless the Person requesting such registration has paid any transfer and other taxes required by reason of such registration in a name other than that of the registered Holder of the Certificate evidencing such Purchase Contract or has established to the satisfaction of the Company that such tax either has been paid or is not payable.

Section 5.6. *Adjustment of Settlement Rate.*

(a) *Adjustments for Dividends, Distributions, Stock Splits, Etc.*

(1) In case the Company shall pay or make a cash dividend or other cash distribution on the Common Stock, the Reference Price and Threshold Appreciation Price used to calculate the Settlement Rate, as in effect at the opening of business on the day following the date fixed for the determination of shareholders entitled to receive such dividend or other distribution shall be adjusted by multiplying each of the Reference Price and Threshold Appreciation Price by a fraction, (i) the numerator of which shall be the Current Market Price of the Common Stock on the dividend "ex date" minus the amount per share of cash dividend and (ii) the denominator of which will be the Closing Price of the Common Stock. For purposes of this paragraph, the term "ex date", when used with respect to any issuance or distribution, shall mean the first date on which the Common Stock trades on such exchange or in such market without the right to receive such issuance or distribution.

(2) In case the Company shall pay or make a dividend or other distribution on the Common Stock in Common Stock, the Settlement Rate, as in effect at the opening of business on the day following the date fixed for the determination of shareholders entitled to receive such dividend or other distribution shall be increased by dividing such Settlement Rate by a fraction of which the numerator shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such increase to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (2), the number of shares of Common Stock at the time outstanding shall not include shares held in the treasury of the Company but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Company will not pay any dividend or make any distribution on Common Stock held in the treasury of the Company.

(3) In case the Company shall issue rights, options or warrants to all holders of its Common Stock (not being available on an equivalent basis to Holders of the Securities upon settlement of the Purchase Contracts underlying such Securities) entitling them, for a period expiring within 45 days after the record date for the determination of shareholders entitled to receive such rights, options or warrants, to subscribe for or purchase Common Stock at a price per share less than the Current Market Price per share of Common Stock on the date fixed for the determination of shareholders entitled to receive such rights, options or warrants (other than pursuant to a dividend reinvestment plan), the Settlement Rate in effect at the opening of business on the day following the date fixed for such determination shall be increased by dividing such Settlement Rate by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock which the aggregate of the offering price of the total number of shares of Common Stock so offered for subscription or purchase would purchase at such Current Market Price and the denominator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Common Stock so offered for subscription or purchase, such increase to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this paragraph (3), 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 any shares issuable in respect of any scrip certificates

issued in lieu of fractions of shares of Common Stock. The Company shall not issue any such rights, options or warrants in respect of Common Stock held in the treasury of the Company.

(4) In case outstanding Common Stock shall be subdivided or split into a greater number of shares of Common Stock, the Settlement Rate in effect at the opening of business on the day following the day upon which such subdivision or split becomes effective shall be proportionately increased, and, conversely, in case outstanding Common Stock shall each be combined into a smaller number of shares of Common Stock, the Settlement Rate in effect at the opening of business on the day following the

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day upon which such combination becomes effective shall be proportionately reduced, such increase or reduction, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision, split or combination becomes effective.

(5) In case the Company shall, by dividend or otherwise, distribute to all holders of its Common Stock evidences of its indebtedness or assets (including securities, but excluding any rights, options or warrants referred to in paragraph (3) of this Section, any dividend or distribution paid exclusively in cash and any dividend or distribution referred to in paragraphs (1) or (2) of this Section), the Settlement Rate shall be adjusted so that the same shall equal the rate determined by dividing the Settlement Rate in effect immediately prior to the close of business on the date fixed for the determination of shareholders entitled to receive such distribution by a fraction, the numerator of which shall be the Current Market Price per share of Common Stock on the date fixed for such determination less the then fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution filed with the Agent) of the portion of the assets or evidences of indebtedness so distributed applicable to one share of Common Stock and the denominator of which shall be such Current Market Price per share of Common Stock, such adjustment to become effective immediately prior to the opening of business on the day following the date fixed for the determination of shareholders entitled to receive such distribution. In any case in which this paragraph (5) is applicable, paragraph (3) of this Section shall not be applicable.

(6) In case the Company shall, (I) by dividend or otherwise, distribute to all holders of its Common Stock cash (excluding any cash that is distributed in a Reorganization Event to which Section 5.6(b) applies or as part of a distribution referred to in paragraph (5) of this Section) in an aggregate amount that, combined together with (II) the aggregate amount of any other distributions to all holders of its Common Stock made exclusively in cash within the 12 months preceding the date of payment of such distribution and in respect of which no adjustment pursuant to this paragraph (6) or paragraph (7) of this Section has been made, exceeds 5% of the product of the Current Market Price per share of Common Stock on the date for the determination of holders of Common Stock entitled to receive such distribution times the number of shares of Common Stock outstanding on such date, then, and in each such case, immediately after the close of business on such date for determination, the Settlement Rate shall be increased so that the same shall equal the rate determined by dividing the Settlement Rate in effect immediately prior to the close of business on the date fixed for determination of the stockholders entitled to receive such distribution by a fraction (i) the numerator of which shall be equal to the Current Market Price per share of Common Stock on the date fixed for such determination less an amount equal to the quotient of (x) the combined amount distributed or payable in the transactions described in clauses (I) and (II) above and (y) the number of shares of Common Stock outstanding on such date for determination and (ii) the denominator of which shall be equal to the Current Market Price per share of Common Stock on such date for determination.

(7) In case (I) a tender or exchange offer made by the Company or any subsidiary of the Company for shares of Common Stock in a transaction or series of

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transactions which is subject to Rule 13e-4 under the Exchange Act ("Tender or Exchange Offer") shall expire and such Tender or Exchange Offer (as amended upon the expiration thereof) shall require the payment to shareholders (based on the acceptance (up to any maximum specified in the terms of the Tender or Exchange Offer) of Purchased Shares) of an aggregate consideration having a fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution) that combined together with (II) the aggregate of the cash plus the fair market value (as determined by the Board of Directors, whose determination shall be conclusive and described in a Board Resolution), as of the expiration of such Tender or Exchange Offer, of consideration payable in respect of any other Tender or Exchange Offer, by the Company or any subsidiary of the Company for all or any portion of the Common Stock expiring within the 12 months preceding the expiration of such Tender or Exchange Offer and in respect of which no adjustment pursuant to this paragraph (7) has been made and (III) the aggregate amount of any distributions to all holders of the Company's Common Stock made exclusively in cash (excluding any cash that is distributed in a Reorganization Event to which Section 5.6(b) applies or as part of a distribution referred to in paragraph (5) of this Section) within the 12 months preceding the expiration of such Tender or Exchange Offer and in respect of which no adjustment pursuant to paragraph (6) of this Section or this paragraph (7) has been made, exceeds 15% of the product of the Current Market Price per share of Common Stock as of the last time (the "Expiration Time") tenders could have been made pursuant to such Tender or Exchange Offer (as it may be amended) times the number of shares of Common Stock outstanding (including any tendered shares) on the Expiration Time, then, and in each such case, immediately prior to the opening of business on the day after the date of the Expiration Time, the Settlement Rate shall be adjusted so that the same shall equal the rate determined by dividing the Settlement Rate immediately prior to the close of business on the date of the Expiration Time by a fraction (i) the numerator of which shall be equal to (A) the product of (I) the Current Market Price per share of Common Stock on the date of the Expiration Time and (II) the number of shares of Common Stock outstanding (including any tendered shares) on the Expiration Time less (B) the amount of cash plus the fair market value (determined as aforesaid) of the aggregate consideration payable to shareholders based on the transactions described in clauses (I), (II) and (III) above (assuming in the case of clause (I) the acceptance, up to any maximum specified in the terms of the Tender or Exchange Offer, of Purchased Shares), and (ii) the denominator of which shall be equal to the product of (A) the Current Market Price per share of Common Stock as of the Expiration Time and (B) the number of shares of Common Stock outstanding (including any tendered shares) as of the Expiration Time less the number of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares").

(8) In case (I) an offering made by the Company of securities (other than a offering of Common Stock) in which the value of such securities is linked to Common Stock is successfully completed in a amount exceeding \$200 million (after November 17, 2004, \$300 million) or

(II) of an announcement by the Company of an acquisition of a public company in which the consideration to be delivered by the Company includes more than \$200 million (after November 17, 2004, \$300 million) of Common Stock or securities whose value is linked to Common Stock (each a “Significant Corporate

Action”), the Reference Price and Threshold Appreciation Price used to calculate the Settlement Rate shall be adjusted so that the same shall equal the prices determined by multiplying such prices at the close of business on the date of the closing of the securities offering with respect to (I) above and at the close of business on the date of the announcement of the acquisition with respect to (II) above by a fraction according to the following table:

Settlement Date	Adjustment Factor
February 12, 2004 – August 17, 2004	96%
August 18, 2004 – February 17, 2005	96.5%
February 18, 2005 – August 17, 2005	97%
August 18, 2005 – February 17, 2006	97.5%
February 18, 2006 – August 17, 2006	98%
August 18, 2006 – February 17, 2007	98.5%
February 18, 2007 – August 17, 2007	99%

After August 17, 2007, the Settlement Rate will not be subject to adjustment upon the occurrence of a Significant Corporate Action.

(9) The reclassification of Common Stock into securities including securities other than Common Stock (other than any reclassification upon a Reorganization Event to which Section 5.5(b) applies) shall be deemed to involve (a) a distribution of such securities other than Common Stock to all holders of Common Stock (and the effective date of such reclassification shall be deemed to be “the date fixed for the determination of stockholders entitled to receive such distribution” and the “date fixed for such determination” within the meaning of paragraph (5) of this Section), and (b) a subdivision, split or combination, as the case may be, of the number of shares of Common Stock outstanding immediately prior to such reclassification into the number of shares of Common Stock outstanding immediately thereafter (and the effective date of such reclassification shall be deemed to be “the day upon which such subdivision or split becomes effective” or “the day upon which such combination becomes effective”, as the case may be, and “the day upon which such subdivision, split or combination becomes effective” within the meaning of paragraph (4) of this Section).

(10) The “Current Market Price” per share of Common Stock on any day means the average of the daily Closing Prices for the 5 consecutive Trading Days ending on the last Trading Day before the day in question.

(11) All adjustments to the Settlement Rate, shall be calculated to the nearest 1/10,000th of a share of Common Stock (or if there is not a nearest 1/10,000th of a share to the next lower 1/10,000th of a share). No adjustment in the Settlement Rate shall be required unless such adjustment would require an increase or decrease of at least one percent therein; provided, however, that any adjustments which by reason of this subparagraph are not required to be made shall be carried forward and taken into account in any subsequent adjustment. Adjustments carried forward will be made at least once a

year on February 1 of each year, notwithstanding that the required change to the Settlement Rate is less than one percent. If an adjustment is made to the Settlement Rate pursuant to paragraph (1), (2), (3), (4), (5), (6), (7), (8), (9) or (12) of this Section 5.6(a), an adjustment shall also be made to the Applicable Market Value solely to determine which of clauses (a), (b) or (c) of the definition of Settlement Rate in Section 5.1 will apply on the Purchase Contract Settlement Date. Such adjustment shall be made by multiplying the Applicable Market Value by a fraction, the numerator of which shall be the Settlement Rate immediately after such adjustment pursuant to paragraph (1), (2), (3), (4), (5), (6), (7), (8), (9) or (12) of this Section 5.6(a) and the denominator of which shall be the Settlement Rate immediately before such adjustment; provided, however, that if such adjustment to the Settlement Rate is required to be made pursuant to the occurrence of any of the events contemplated by paragraph (1), (2), (3), (4), (5), (7), (8), (9) or (12) of this Section 5.6(a) during the period taken into consideration for determining the Applicable Market Value, appropriate and customary adjustments shall be made to the Settlement Rate.

(12) The Company may make such increases in the Settlement Rate, in addition to those required by this Section, as it considers to be advisable in order to avoid or diminish any income tax to any holders of Common Stock resulting from any dividend or distribution of stock or issuance of rights or warrants to purchase or subscribe for stock or from any event treated as such for income tax purposes or for any other reasons.

(b) *Adjustment for Consolidation, Merger or Other Reorganization Event.* In the event of (1) any consolidation or merger of the Company with or into another Person (other than a merger or consolidation in which the Company is the continuing corporation and in which the Common Stock outstanding immediately prior to the merger or consolidation is not exchanged for cash, securities or other property of the Company or another corporation), (ii) any sale, transfer, lease or conveyance to another Person of the property of the Company as an entirety or substantially as an entirety, (iii) any statutory exchange of securities of the Company with another Person (other than in connection with a merger or acquisition) or (iv) any liquidation, dissolution or winding up of the Company other than as a result of or after the occurrence of a Termination Event (any such event, a “Reorganization Event”), the Settlement Rate will be adjusted to provide that each Holder of Securities will receive on the Purchase Contract Settlement Date with respect to each Purchase Contract forming a part thereof, the kind and amount of securities, cash and other property receivable upon such Reorganization Event (without any interest thereon, and without any right to dividends or distribution thereon which have a record date that is prior to the Purchase Contract Settlement Date) by a Holder of the number of shares of Common Stock issuable on account of each Purchase Contract if the Purchase Contract Settlement Date had occurred immediately prior to such Reorganization Event assuming such Holder of Common Stock is not a Person with which the Company consolidated or into which the Company merged or which merged into the Company or to which such sale or transfer was made, as the case may be (any such Person, a “Constituent Person”), or an Affiliate of a Constituent Person to the extent such Reorganization Event provides for different treatment of Common Stock held by Affiliates of the Company and non-affiliates and such Holder failed to exercise his rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such Reorganization Event (provided that if the kind or amount of securities, cash and other property receivable upon such Reorganization Event is not the same for

each share of Common Stock held immediately prior to such Reorganization Event by other than a Constituent Person or an Affiliate thereof and in respect of which such rights of election shall not have been exercised (“non-electing share”), then for the purpose of this Section the kind and amount of securities, cash and other property receivable upon such Reorganization Event by each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). In the event of such a Reorganization Event, the Person formed by such consolidation, merger or exchange or the Person which acquires the assets of the Company or, in the event of a liquidation or dissolution of the Company, the Company or a liquidating trust created in connection therewith, shall execute and deliver to the Agent an agreement supplemental hereto providing that the Holders of each Outstanding Security shall have the rights provided by this Section 5.6. Such supplemental agreement shall provide for adjustments which, for events subsequent to the effective date of such supplemental agreement, shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section. The above provisions of this Section shall similarly apply to successive Reorganization Events.

(c) In the event that the Company or the Agent, in their sole discretion, reasonably determine that (1) an adjustment of the settlement rate on the PRIDES could be treated in part or in whole as a deemed distribution taxable as a dividend for United States federal or any relevant state or local income tax purposes, and (2) as a result of such treatment, the Company or the Agent is required to withhold and pay any amount of tax with respect to such deemed dividend, then the Company or the Agent, as the case may be, shall be entitled to withhold such amounts from any cash payment or payments otherwise due to such Holder of Securities. For all purposes of this Agreement and any other agreement related to the PRIDES, any such amounts so withheld shall be treated as paid to the Holder of Securities otherwise entitled to such payment.

Section 5.7. *Notice of Adjustments and Certain Other Events.*

(a) Whenever the Settlement Rate is adjusted as herein provided, the Company shall:

(i) forthwith compute the Settlement Rate in accordance with Section 5.6 and prepare and transmit to the Agent an Officer’s Certificate setting forth the Settlement Rate, the method of calculation thereof in reasonable detail, and the facts requiring such adjustment and upon which such adjustment is based; and

(ii) within 10 Business Days following the occurrence of an event that requires an adjustment to the Settlement Rate pursuant to Section 5.6 (or if the Company is not aware of such occurrence, as soon as practicable after becoming so aware), provide a written notice to the Holders of the Securities of the occurrence of such event and a statement in reasonable detail setting forth the method by which the adjustment to the Settlement Rate was determined and setting forth the adjusted Settlement Rate.

(b) The Agent shall not at any time be under any duty or responsibility to any Holder of Securities to determine whether any facts exist which may require any adjustment of the Settlement Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. The Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any Common Stock,

or of any securities or property, which may at the time be issued or delivered with respect to any Purchase Contract; and the Agent makes no representation with respect thereto. The Agent shall not be responsible for any failure of the Company to issue, transfer or deliver any Common Stock pursuant to a Purchase Contract or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article.

Section 5.8. *Termination Event; Notice.*

The Purchase Contracts and all obligations and rights of the Company and the Holders thereunder, including, without limitation, the rights and obligations of Holders to purchase Common Stock, shall immediately and automatically terminate, without the necessity of any notice or action by any Holder, the Agent or the Company, if, on or prior to the Purchase Contract Settlement Date, a Termination Event shall have occurred. Upon and after the occurrence of a Termination Event, the Securities shall thereafter represent the right to receive the Senior Notes, forming a part of such Securities in the case of Income PRIDES, or Treasury Securities in the case of Growth PRIDES, in accordance with the provisions of Section 4.3 of the Pledge Agreement. Upon the occurrence of a Termination Event, the Company shall promptly but in no event later than two Business Days thereafter give written notice to the Agent, the Collateral Agent and to the Holders, at their addresses as they appear in the Register.

Section 5.9. *Early Settlement.*

(a) Subject to and upon compliance with the provisions of this Section 5.9, on or after June 11, 2004, at the option of the Holder thereof, Purchase Contracts underlying Securities, having an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof, may be settled early (“Early Settlement”) in the case of Income PRIDES on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date and in the case of Growth PRIDES on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date, in each case, as provided herein. Upon Early Settlement, (i) the Holder’s right to receive additional Contract Adjustment Payments in respect of such Purchase Contracts will terminate and (ii) no adjustment will be made to or for the Holder on account of any amount accrued in respect of Contract Adjustment Payments. In order to exercise the right to effect Early Settlement with respect to any Purchase Contracts, the Holder of the Certificate evidencing Securities shall deliver such Certificate to the Agent at the Corporate Trust Office duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early on the reverse thereof duly completed and accompanied by payment (payable to the Company in immediately available funds in an amount (the “Early Settlement Amount”) equal to (i) the product of (A) the Stated Amount times (B) the number of Purchase Contracts with respect to which the Holder has elected to effect Early Settlement plus (ii) in the case of Income PRIDES Certificates, if such delivery is made with respect to any Purchase Contracts during the period from the close of business on any Record Date next preceding any Payment Date to the opening of business on such Payment Date, an amount equal to the sum of the dividends on the related Senior Notes payable on such Payment Date and an amount equal to the Contract Adjustment Payments payable on such Payment Date. Except as provided in the immediately preceding sentence, no payment or adjustment shall be made upon Early Settlement of any Purchase Contract on account of any dividends on the Common Stock issued upon such Early Settlement. If the foregoing requirements are first satisfied with respect to Purchase Contracts underlying any

Securities at or prior to 5:00 p.m., New York City time, on a Business Day, such day shall be the “Early Settlement Date” with respect to such Securities and if such requirements are first satisfied after 5:00 p.m., New York City time, on a Business Day or on a day that is not a Business Day, the “Early Settlement Date” with respect to such Securities shall be the next succeeding Business Day.

(b) Upon Early Settlement of Purchase Contracts by a Holder of the related Securities, the Company shall issue, and the Holder shall be entitled to receive, 7.8567 shares of Common Stock on account of each Purchase Contract as to which Early Settlement is effected (the “Early Settlement Rate”). The Early Settlement Rate shall be adjusted in the same manner and at the same time as the Settlement Rate is adjusted. As promptly as practicable after Early Settlement of Purchase Contracts in accordance with the provisions of this Section 5.9, the Company shall issue and shall deliver to the Agent at the Corporate Trust Office a certificate or certificates for the full number of shares of Common Stock issuable upon such Early Settlement together with payment in lieu of any fraction of a share, as provided in Section 5.10.

(c) No later than the third Business Day after the applicable Early Settlement Date the Company shall cause (i) the Common Stock issuable upon Early Settlement of Purchase Contracts to be issued and delivered, and (ii) the related Senior Notes, in the case of Income PRIDES, or the related Treasury Securities, in the case of Growth PRIDES, to be released from the Pledge by the Collateral Agent and transferred, in each case to the Agent for delivery to the Holder thereof or its designee.

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

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

Section 5.10. *No Fractional Shares.*

No fractional shares or scrip representing fractional shares of Common Stock shall be issued or delivered upon settlement on the Purchase Contract Settlement Date or upon Early Settlement of any Purchase Contracts. If Certificates evidencing more than one Purchase Contract shall be surrendered for settlement at one time by the same Holder, the number of full shares of Common Stock which shall be delivered upon settlement shall be computed on the basis of the aggregate number of Purchase Contracts evidenced by the Certificates so

surrendered. Instead of any fractional share of Common Stock which would otherwise be deliverable upon settlement of any Purchase Contracts on the Purchase Contract Settlement Date or upon Early Settlement, the Company, through the Agent, shall make a cash payment in respect of such fractional interest in an amount equal to the value of such fractional shares times the Applicable Market Value. The Company shall provide the Agent from time to time with sufficient funds to permit the Agent to make all cash payments required by this Section 5.10 in a timely manner.

Section 5.11. *Charges and Taxes.*

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

Section 5.12. *Early Settlement Upon Merger.*

(a) In the event of a merger or consolidation of the Company of the type described in Section 5.6(b) in which the Common Stock outstanding immediately prior to such merger or consolidation is exchanged for consideration consisting of at least 30% cash or cash equivalents (any such event a “Cash Merger”), then the Company (or the successor to the Company hereunder) shall be required to offer the Holder of each Income PRIDES the right to settle the Purchase Contract underlying such Income PRIDES prior to the Purchase Contract Settlement Date (“Merger Early Settlement”) as provided herein. On or before the fifth Business Day after the consummation of a Cash Merger the Company or, at the written request and expense of the Company, the Agent shall give all Holders notice, in the manner provided in Section 1.6, of the occurrence of the Cash Merger and of the right of Merger Early Settlement arising as a result thereof. The Company shall also deliver a copy of such notice to the Agent and the Collateral Agent. Each such notice shall contain:

- (i) the date on which the Merger Early Settlement will be effected (the “Merger Early Settlement Date”);
- (ii) the date, which shall be 10 days after the date of the notice, by which the Merger Early Settlement right must be exercised;
- (iii) the Settlement Rate in effect as a result of such Cash Merger and the kind and amount of securities, cash and other property receivable by the Holder upon settlement of each Purchase Contract pursuant to Section 5.6(b);

(iv) a statement to the effect that all or a portion of the Stated Amount payable by the Holder to settle the Purchase Contract will be offset against the amount of cash so receivable upon exercise of Merger Early Settlement, as applicable; and

(v) the instructions a Holder must follow to exercise the Merger Early Settlement right.

(b) To exercise a Merger Early Settlement right, a Holder shall deliver to the Agent on or before 5:00 p.m., New York City time on the date specified in the notice the Income PRIDES Certificate(s) with respect to which the Merger Early Settlement right is being exercised with the form of "Election to Settle Early" on the reverse thereof, duly completed accompanied by payment of the purchase price for the property to be purchased pursuant to the Purchase Contracts underlying such Income PRIDES, which payment shall be made in lawful money of the United States by certified or cashier's check payable to the order of the Company in immediately available funds in an amount equal to the aggregate Stated Amount of the Income PRIDES in respect of which the Merger Early Settlement is being effected less the amount of cash that otherwise would be deliverable by the Company or its successor upon settlement of the Purchase Contract in lieu of Common Stock pursuant to Section 5.6(b) and as described in the notice to Holders.

(c) In the event a Merger Early Settlement right shall be exercised by a Holder in accordance with the terms hereof, (1) on the Merger Early Settlement Date the Company shall deliver or cause to be delivered by the Agent to each such exercising Holder the net cash, securities and other property to be received, as provided herein, by such exercising Holder in respect of the number of Purchase Contracts for which such Merger Early Settlement right was exercised and (ii) all references herein to Purchase Contract Settlement Date shall be deemed to refer to such Merger Early Settlement Date and all references to the form of Settlement Instruction shall be deemed to refer to the form of Election to Settle Early, as applicable.

(d) In the event that Merger Early Settlement is effected with respect to less than all of the Purchase Contracts underlying the Income PRIDES evidenced by a Income PRIDES Certificate, upon such Merger Early Settlement the Company shall execute and the Agent shall execute on behalf of the Holders and deliver to the Holder thereof, at the expense of the Company, a Income PRIDES Certificate evidencing the Income PRIDES as to which Merger Early Settlement was not effected.

Section 5.13. *Early Settlement Upon Significant Corporate Action.*

(a) Upon the occurrence of a Significant Corporate Action of the Company of the type described in Section 5.6(a)(8), then the Company (or the successor to the Company hereunder) shall be required to offer the Holder of each Income PRIDES the right to settle the Purchase Contract underlying such Income PRIDES prior to the Purchase Contract Settlement Date ("Significant Corporate Action Early Settlement") at the Settlement Rate based on the Current Market Price of the Common Stock on the date of Significant Corporate Action Early Settlement as adjusted as a result of such Significant Corporate Action pursuant to Section 5.6(a)(8). On or before the fifth Business Day after the closing date of the securities offering described in Section 5.6(a)(8)(I) or the announcement date of the acquisition described in Section 5.6(a)(8)(II),

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as applicable, or, at the written request and expense of the Company, the Agent shall give all Holders notice, in the manner provided in Section 1.6, of the occurrence of the Significant Corporate Action and of the right of Significant Corporate Action Early Settlement arising as a result thereof. The Company shall also deliver a copy of such notice to the Agent and the Collateral Agent. Each such notice shall contain:

(i) the date on which the Significant Corporate Action Early Settlement will be effected (the "Significant Corporate Action Early Settlement Date");

(ii) the date, which shall be 10 days after the date of the notice, by which the Significant Corporate Action Early Settlement right must be exercised;

(iii) a statement to the effect that all or a portion of the Stated Amount payable by the Holder to settle the Purchase Contract will be offset against the amount of cash so receivable upon exercise of Significant Corporate Action Early Settlement, as applicable; and

(iv) the instructions a Holder must follow to exercise the Significant Corporate Action Early Settlement right.

(b) To exercise a Significant Corporate Action Early Settlement right, a Holder shall deliver to the Agent on or before 5:00 p.m., New York City time on the date specified in the notice the Income PRIDES Certificate(s) with respect to which the Significant Corporate Action Early Settlement right is being exercised with the form of "Election to Settle Early" on the reverse thereof, duly completed accompanied by payment of the purchase price for the property to be purchased pursuant to the Purchase Contracts underlying such Income PRIDES, which payment shall be made in lawful money of the United States by certified or cashier's check payable to the order of the Company in immediately available funds in an amount equal to the aggregate Stated Amount of the Income PRIDES in respect of which the Significant Corporate Action Early Settlement is being effected less the amount of cash that otherwise would be deliverable by the Company or its successor upon settlement of the Purchase Contract in lieu of Common Stock and as described in the notice to Holders.

(c) In the event a Significant Corporate Action Early Settlement right shall be exercised by a Holder in accordance with the terms hereof, (1) on the Significant Corporate Action Early Settlement Date the Company shall deliver or cause to be delivered by the Agent to each such exercising Holder the net cash, securities and other property to be received, as provided herein, by such exercising Holder in respect of the number of Purchase Contracts for which such Significant Corporate Action Early Settlement right was exercised and (ii) all references herein to Purchase Contract Settlement Date shall be deemed to refer to such Significant Corporate Action Early Settlement Date and all references to the form of Settlement Instruction shall be deemed to refer to the form of Election to Settle Early, as applicable.

(d) In the event that Significant Corporate Action Early Settlement is effected with respect to less than all of the Purchase Contracts underlying the Income PRIDES evidenced by a Income PRIDES Certificate, upon such Significant Corporate Action Early Settlement the Company shall execute and the Agent shall execute on behalf of the Holders and deliver to the

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Holder thereof, at the expense of the Company, a Income PRIDES Certificate evidencing the Income PRIDES as to which Significant Corporate Action Early Settlement was not effected.

ARTICLE VI REMEDIES

Section 6.1. *Unconditional Right of Holders to Receive Contract Adjustment Payments and to Purchase Common Stock.*

The Holder of any Income PRIDES or Growth PRIDES shall have the right, which is absolute and unconditional (subject to the occurrence of a Termination Event), to receive payment of each installment of the Contract Adjustment Payments with respect to the Purchase Contract constituting a part of such Security on the respective Payment Date for such Security (less any applicable withholding) and to purchase Common Stock pursuant to such Purchase Contract and, in each such case, to institute suit for the enforcement of any such payment or right to purchase Common Stock, and such rights shall not be impaired without the consent of such Holder.

Section 6.2. *Restoration of Rights and Remedies.*

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

Section 6.3. *Rights and Remedies Cumulative.*

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates in the last paragraph of Section 3.10, no right or remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 6.4. *Delay or Omission Not Waiver.*

No delay or omission of any Holder to exercise any right or remedy upon a default shall impair any such right or remedy or constitute a waiver of any such right. Every right and remedy given by this Article or by law to the Holders may be exercised from time to time, and as often as may be deemed expedient, by such Holders.

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Section 6.5. *Undertaking for Costs.*

All parties to this Agreement agree, and each Holder of Income PRIDES or Growth PRIDES, by its acceptance of such Income PRIDES or Growth PRIDES shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Agreement, or in any suit against the Agent for any action taken, suffered or omitted by it as Agent, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided that the provisions of this Section shall not apply to any suit instituted by the Company, to any suit instituted by the Agent, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% of the Outstanding Securities, or to any suit instituted by any Holder for the enforcement of payments of interest on any Senior Notes or Contract Adjustment Payments on any Purchase Contract on or after the respective Payment Date therefor in respect of any Security held by such Holder, or for enforcement of the right to purchase shares of Common Stock under the Purchase Contracts constituting part of any Security held by such Holder.

Section 6.6. *Waiver of Stay or Extension Laws.*

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Agreement; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Agent or the Holders, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VII THE AGENT

Section 7.1. *Certain Duties and Responsibilities.*

(a) (1) The Agent undertakes to perform, with respect to the Securities, such duties and only such duties as are specifically set forth in this Agreement and the Pledge Agreement, and no implied covenants or obligations shall be read into this Agreement against the Agent; and

(2) in the absence of bad faith, willful misconduct or negligence on its part, the Agent may, with respect to the Securities, conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Agent and conforming to the requirements of this Agreement, but in the case of any certificates or opinions which by any provision hereof are specifically required to be furnished to the Agent, the Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this

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Agreement, but need not confirm or investigate the accuracy of mathematical calculations stated therein.

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

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

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

(3) no provision of this Agreement shall require the Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if adequate indemnity is not provided to it.

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

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

Section 7.2. *Notice of Default.*

Within 30 days after the occurrence of any default by the Company hereunder of which a Responsible Officer of the Agent has actual knowledge, the Agent shall transmit by mail to the Company and the Holders of Securities, as their names and addresses appear in the Register, notice of such default hereunder, unless such default shall have been cured or waived.

Section 7.3. *Certain Rights of Agent.*

Subject to the provisions of Section 7.1:

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

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

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

(d) the Agent may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Agent, in its discretion, may make reasonable further inquiry or investigation into such facts or matters related to the execution, delivery and performance of the Purchase Contracts as it may see fit, and, if the Agent shall determine to make such further inquiry or investigation, it shall be given a reasonable opportunity to examine the books, records and premises of the Company, personally or by agent or attorney;

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

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

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

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

Section 7.4. *Not Responsible for Recitals or Issuance of Securities.*

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

Section 7.5. *May Hold Securities.*

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

Section 7.6. *Money Held in Custody.*

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

Section 7.7. *Compensation and Reimbursement.*

The Company agrees:

- (1) to pay to the Agent from time to time such compensation as shall be agreed in writing between the Company and the Agent for all services rendered by it hereunder;
- (2) except as otherwise expressly provided herein, to reimburse the Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Agent in accordance with any provision of this Agreement (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as shall be determined to have been caused by its own negligence, willful misconduct or bad faith; and
- (3) to indemnify the Agent and any predecessor Agent for, and to hold it harmless against, any and all loss, liability, damage, claim or expense, including taxes (other than taxes based on the income of the Agent), incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The provisions of this Section 7.7 shall survive the termination of this Agreement and the resignation or removal of the Agent.

Section 7.8. *Corporate Agent Required; Eligibility.*

There shall at all times be an Agent hereunder which shall be a corporation organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having (or being a member of a bank holding company having) a combined capital and surplus of at least \$50,000,000, subject to supervision or examination by Federal or State authority and having a Corporate Trust Office in the Borough of Manhattan, The City of New York, if there be such a

corporation in the Borough of Manhattan, The City of New York, qualified and eligible under this Article and willing to act on reasonable terms. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Agent shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

Section 7.9. *Resignation and Removal, Appointment of Successor.*

- (a) No resignation or removal of the Agent and no appointment of a successor Agent pursuant to this Article shall become effective until the acceptance of appointment by the successor Agent in accordance with the applicable requirements of Section 7.10.
- (b) The Agent may resign at any time by giving written notice thereof to the Company 60 days prior to the effective date of such resignation. If the instrument of acceptance by a successor Agent required by Section 7.10 shall not have been delivered to the Agent within 30 days after the giving of such notice of resignation, the resigning Agent may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Agent.
- (c) The Agent may be removed at any time by Act of the Holders of a majority in number of the Outstanding Securities delivered to the Agent and the Company. If the instrument of acceptance by a successor Agent required by Section 7.10 shall not have been delivered to the Agent within 30 days after the giving of such notice or removal, the Agent being removed may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Agent.
- (d) if at anytime:
 - (1) the Agent fails to comply with Section 310(b) of the TIA, as if the Agent were an indenture trustee under an indenture qualified under the TIA, after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months; or
 - (2) the Agent shall cease to be eligible under Section 7.8 and shall fail to resign after written request therefor by the Company or by any such Holder; or

(3) the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or of its property shall be appointed or any public officer shall take charge or control of the Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, (i) the Company by a Board Resolution may remove the Agent, or (ii) any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Agent and the appointment of a successor Agent.

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(e) If the Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Agent for any cause, the Company, by a Board Resolution, shall promptly appoint a successor Agent and shall comply with the applicable requirements of Section 7.10. If no successor Agent shall have been so appointed by the Company and accepted appointment in the manner required by Section 7.10, any Holder who has been a bona fide Holder of a Security for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Agent.

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

Section 7.10. *Acceptance of Appointment by Successor.*

(a) In case of the appointment hereunder of a successor Agent, every such successor Agent so appointed shall execute, acknowledge and deliver to the Company and to the retiring Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Agent shall become effective and such successor Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, agencies and duties of the retiring Agent; but, on the request of the Company or the successor Agent, such retiring Agent shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Agent all the rights, powers and trusts of the retiring Agent and shall duly assign, transfer and deliver to such successor Agent all property and money held by such retiring Agent hereunder.

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

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

Section 7.11. *Merger, Conversion, Consolidation or Succession to Business.*

Any Person into which the Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Agent shall be a party, or any Person succeeding to all or substantially all the corporate trust business of the Agent, shall be the successor of the Agent hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Certificates shall have been authenticated and executed on behalf of the Holders, but not delivered, by the Agent then in office, any successor by merger, conversion or consolidation to such Agent may adopt such authentication and execution and deliver the Certificates so authenticated and executed with the same effect as if such successor Agent had itself authenticated and executed such Securities.

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Section 7.12. *Preservation of Information; Communications to Holders.*

(a) The Agent shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders received by the Agent in its capacity as Registrar.

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

Section 7.13. *No Obligations of Agent.*

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

Section 7.14. *Tax Compliance.*

(a) The Agent, on its own behalf and on behalf of the Company, will comply with all applicable certification, information reporting and withholding (including "backup" withholding) requirements imposed by applicable tax laws, regulations or administrative practice with respect to (i) any payments made with respect to the Securities or (ii) the issuance, delivery, holding, transfer, redemption or exercise of rights under the Securities. Such

compliance shall include, without limitation, the timely filing of required returns and the timely payment of all amounts required to be withheld to the appropriate taxing authority or its designated agent.

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

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

ARTICLE VIII SUPPLEMENTAL AGREEMENTS

Section 8.1. *Supplemental Agreements Without Consent of Holders.*

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

- (1) to evidence the succession of another Person to the Company, and the assumption by any such successor of the covenants of the Company herein and in the Certificates; or
- (2) to add to the covenants of the Company for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company; or
- (3) to evidence and provide for the acceptance of appointment hereunder by a successor Agent; or
- (4) to make provision with respect to the rights of Holders pursuant to the requirements of Section 5.5(b); or
- (5) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provisions herein, or to make any other provisions with respect to such matters or questions arising under this Agreement, provided such action shall not adversely affect the interests of the Holders.

Section 8.2. *Supplemental Agreements With Consent of Holders.*

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

- (1) change any Payment Date;
- (2) change the amount or the type of Collateral required to be Pledged to secure a Holder's Obligations under the Purchase Contract, impair the right of the Holder of any Purchase Contract to receive distributions on the related Collateral (except for the rights of Holders of Income PRIDES to substitute the Treasury Securities for the Pledged Senior Notes or the rights of holders of Growth PRIDES to substitute Senior Notes for the Pledged Treasury Securities) or otherwise adversely affect the Holder's rights in or to such Collateral or adversely alter the rights in or to such Collateral;

- (3) reduce any Contract Adjustment Payments or change any place where, or the coin or currency in which, any Contract Adjustment Payment is payable;
- (4) impair the right to institute suit for the enforcement of any Purchase Contract or any Contract Adjustment Payments;
- (5) reduce the number of shares of Common Stock to be purchased pursuant to any Purchase Contract, increase the price to purchase shares of Common Stock upon settlement of any Purchase Contract, change the Purchase Contract Settlement Date or the right to Early Settlement or otherwise adversely affect the Holder's rights under any Purchase Contract; or
- (6) reduce the percentage of the outstanding Purchase Contracts the consent of whose Holders is required for any such supplemental agreement;

provided, that if any amendment or proposal referred to above would adversely affect only the Income PRIDES or the Growth PRIDES, then only the affected class of Holder as of the record date for the Holders entitled to vote thereon will be entitled to vote on such amendment or proposal, and such amendment or proposal shall not be effective except with the consent of Holders of not less than a majority of such class.

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

Section 8.3. *Execution of Supplemental Agreements.*

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

Section 8.4. *Effect of Supplemental Agreements.*

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

Section 8.5. *Reference to Supplemental Agreements.*

Certificates authenticated, executed on behalf of the Holders and delivered after the execution of any supplemental agreement pursuant to this Article may, and shall if required by the Agent, bear a notation in form approved by the Agent as to any matter provided for in such supplemental agreement. If the Company shall so determine, new Certificates so modified as to

conform, in the opinion of the Agent and the Company, to any such supplemental agreement may be prepared and executed by the Company and authenticated, executed on behalf of the Holders and delivered by the Agent in exchange for Outstanding Certificates.

ARTICLE IX
CONSOLIDATION, MERGER, SALE OR CONVEYANCE

Section 9.1. *Covenant Not to Merge, Consolidate, Sell or Convey Property Except Under Certain Conditions.*

The Company covenants that it will not merge or consolidate with or into any other Person or sell, assign, transfer, lease or convey all or substantially all of its properties and assets to any Person or group of affiliated Persons in one transaction or a series of related transactions, unless (i) either the Company shall be the continuing entity, or the successor (if other than the Company) shall be a Person, other than an individual, organized and existing under the laws of the United States of America or a State thereof or the District of Columbia and such entity shall expressly assume all the obligations of the Company under the Purchase Contracts, the Senior Notes, this Agreement and the Pledge Agreement by one or more supplemental agreements in form reasonably satisfactory to the Agent and the Collateral Agent, executed and delivered to the Agent and the Collateral Agent by such Person, and (ii) the Company or such successor entity, as the case may be, shall not, immediately after such merger or consolidation, or such sale, assignment, transfer, lease or conveyance, be in default in its payment obligations under this Agreement or the Senior Notes, or in default of its obligations to deliver Common Stock (or other property) on the Purchase Contract Settlement Date or any Early Settlement Date, or in material default in the performance of any covenant or condition hereunder, under any of the Securities or under the Pledge Agreement.

Section 9.2. *Rights and Duties of Successor Corporation.*

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

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

Section 9.3. *Opinion of Counsel Given to Agent.*

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

ARTICLE X
COVENANTS

Section 10.1. *Performance Under Purchase Contracts.*

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

The Company will maintain in the Borough of Manhattan, The City of New York an office or agency where Certificates may be presented or surrendered for acquisition of Common Stock upon settlement of the Purchase Contracts on the Purchase Contract Settlement Date or Early Settlement and for transfer of Collateral upon occurrence of a Termination Event, where Certificates may be surrendered for registration of transfer or exchange, for a Collateral Substitution or re-establishment of an Income PRIDES and where notices and demands to or upon the Company in respect of the Securities and this Agreement may be served. The Company will give prompt written notice to the Agent of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Agent with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Company hereby appoints the Agent as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate one or more other offices or agencies where Certificates may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, The City of New York for such purposes. The Company will give prompt written notice to the Agent of any such designation or rescission and of any change in the location of any such other office or agency. The Company hereby designates as the place of payment for the Securities the Corporate Trust Office and appoints the Agent at its Corporate Trust Office as paying agent in such city.

Section 10.3. *Company to Reserve Common Stock.*

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

Section 10.4. *Covenants as to Common Stock.*

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

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

AFFILIATED MANAGERS GROUP, INC.

By: /s/ Darrell W. Crate

Name:	Darrell W. Crate
Title:	Executive Vice President and Chief Financial Officer

THE BANK OF NEW YORK

not individually but solely as Purchase Contract Agent
and as attorney-in-fact for the holders of the
Purchase Contracts

By: /s/ Kisha A. Holder

Name:	Kisha A. Holder
Title:	Assistant Vice President

EXHIBIT A

(Form of Face of Income PRIDES Certificate)

THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY, THE SHARES OR COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OR THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR SHARES OR COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE OF THIS SECURITY OR THE SHARES OF COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY AND THE LAST DATE ON WHICH AFFILIATED MANAGERS GROUP, INC. (THE "COMPANY") OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR

OF SUCH SECURITY) ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY OR AFFILIATE THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE RIGHTS OF THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO IT, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY COMPLETED AND DELIVERED BY THE TRANSFEROR. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

No.
Number of Income PRIDES:

CUSIP No. 008252 88 4

Income PRIDES Certificate

This Income PRIDES Certificate certifies that _____ is the registered Holder of the number of Income PRIDES set forth above. Each Income PRIDES represents (i) either (a) beneficial ownership by the Holder of \$1,000 principal amount of Senior Notes due 2010 (the "Senior Note") of Affiliated Managers Group, Inc., a Delaware corporation (the "Company"), subject to the Pledge of such Senior Note by such Holder pursuant to the Pledge Agreement or

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(b) upon the occurrence of a Tax Event Redemption prior to the Purchase Contract Settlement Date or a Successful Initial Remarketing, the appropriate Applicable Ownership Interest of the Treasury Portfolio, subject to the Pledge of such Applicable Ownership Interest of the Treasury Portfolio by such Holder pursuant to the Pledge Agreement, and (ii) the rights and obligations of the Holder under one Purchase Contract with the Company. All capitalized terms used herein which are defined in the Purchase Contract Agreement have the meaning set forth therein.

Pursuant to the Pledge Agreement, the Senior Notes or the appropriate Applicable Ownership Interest in the Treasury Portfolio, as the case may be, constituting part of each Income PRIDES evidenced hereby have been pledged to the Collateral Agent, for the benefit of the Company, to secure the obligations of the Holder under the Purchase Contract comprising a portion of such Income PRIDES.

The Pledge Agreement provides that all payments of principal on the Pledged Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, as the case may be, or interest payments on any Pledged Senior Notes (as defined in the Pledge Agreement) or the appropriate Applicable Ownership Interest (as specified in clause (B) of the definition of such term) of the Treasury Portfolio, as the case may be, constituting part of the Income PRIDES received by the Collateral Agent shall be paid by the Collateral Agent by wire transfer in same day funds (i) in the case of (A) interest payments with respect to Pledged Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (B) of the definition of such term) of the Treasury Portfolio, as the case may be, and (B) any payments of the principal amount or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such terms) of the Treasury Portfolio, as the case may be, with respect to any Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, that have been released from the Pledge pursuant to the Pledge Agreement, to the Agent to the account designated by the Agent, no later than 2:00 p.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 12:30 p.m., New York City time, on a Business Day, then such payment shall be made no later than 10:30 a.m., New York City time, on the next succeeding Business Day) and (ii) in the case of payments of the principal amount on any Pledged Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio that has not been released from the Pledge pursuant to the Pledge Agreement, as the case may be, to the Company on the Purchase Contract Settlement Date (as defined herein) in accordance with the terms of the Pledge Agreement, in full satisfaction of the respective obligations of the Holders of the Income PRIDES of which such Pledged Senior Notes or the Treasury Portfolio, as the case may be, are a part under the Purchase Contracts forming a part of such Income PRIDES. Payment of interest on any Senior Notes or distributions on the appropriate Applicable Ownership Interest (as specified in clause (B) of the definition of such term) in the Treasury Portfolio, as the case may be, forming part of an Income PRIDES evidenced hereby which are payable quarterly in arrears on February 17, May 17, August 17 and November 17, each year, commencing May 17, 2004 (a "Payment Date"), shall, subject to receipt thereof from the Collateral Agent, be paid to the Person in whose name this Income PRIDES Certificate (or a Predecessor Income PRIDES Certificate) is registered at the close of business on the Record Date for such Payment Date. If

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the Senior Notes are successfully remarketed pursuant to the Remarketing Agreement and the Reset Date is not a Payment Date, any interest paid with respect to the Pledged Senior Notes on such Reset Date shall be received by the Collateral Agent and held in a non-interest bearing account, until payment to the Agent for the benefit of Holders is made on the Payment Date next following such Reset Date.

Each Purchase Contract evidenced hereby obligates the Holder of this Income PRIDES Certificate to purchase, and the Company to sell, not later than February 17, 2008 (the "Purchase Contract Settlement Date"), at a price of \$1,000 (the "Stated Amount"), a number of newly issued shares of Common Stock, \$0.01 par value ("Common Stock"), of the Company equal to the applicable Settlement Rate, unless on or prior to the Purchase Contract Settlement Date there shall have occurred a Termination Event, an Early Settlement, a Merger Early Settlement or a Significant Corporate Action Early Settlement with respect to the Income PRIDES of which such Purchase Contract is a part, all as provided in the Purchase Contract Agreement and more fully described on the reverse hereof. The purchase price (the "Purchase Price") for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby, if not paid earlier, shall be paid on the Purchase Contract Settlement Date by application of (1) cash received from a Holder or (2) payment received in respect of the Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, as the case may be, pledged to secure the obligations under such Purchase Contract of the Holder of the Income PRIDES of which such Purchase Contract is a part.

Interest on the Senior Notes, distributions on the appropriate Applicable Ownership Interest (as specified in clause (B) of the definition of such term) of the Treasury Portfolio and Contract Adjustment Payments, as the case may be, will be payable at the Corporate Trust Office of the Agent and at the New

York Office or, at the option of the Company, by check mailed to the address of the Person entitled thereto as such address appears on the Income PRIDES Register or by wire transfer to the account designated by a prior written notice from such Person.

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

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

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

AFFILIATED MANAGERS GROUP, INC.

By: _____
Name:
Title:

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

By: THE BANK OF NEW YORK

By: _____
Name:
Title:

not individually but solely as attorney-in-fact of such Holder

AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Income PRIDES Certificates referred to in the within mentioned Purchase Contract Agreement.

By: _____
Authorized Signatory
as Purchase Contract Agent

Dated:

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(Form of Reverse of Income PRIDES Certificate)

Each Purchase Contract evidenced hereby is governed by a Purchase Contract Agreement, dated as of February 12, 2004 (as may be supplemented from time to time, the "Purchase Contract Agreement"), between the Company and The Bank of New York, as Purchase Contract Agent (including its successors thereunder, herein called the "Agent" or "Purchase Contract Agent"), to which Purchase Contract Agreement and supplemental agreements thereto reference is hereby made for a description of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Agent, the Company and the Holders and of the terms upon which the Income PRIDES Certificates are, and are to be, executed and delivered. In the case of any inconsistency between this Certificate and the terms of the Purchase Contract Agreement, the terms of the Purchase Contract Agreement shall prevail.

Each Purchase Contract evidenced hereby obligates the Holder of this Income PRIDES Certificate to purchase, and the Company to sell, on the Purchase Contract Settlement Date at a price equal to the Purchase Price, a number of newly issued shares of Common Stock of the Company equal to the Settlement Rate, unless, on or prior to the Purchase Contract Settlement Date, there shall have occurred a Termination Event, an Early Settlement, a Merger Early Settlement or a Significant Corporate Action Early Settlement with respect to the Security of which such Purchase Contract is a part.

The "Settlement Rate" is the number of shares of Common Stock per Purchase Contract equal to (a) if the Applicable Market Value (as defined below) is equal to or greater than \$127.28 (the "Threshold Appreciation Price"), the difference of the two following fractions: (i) the Stated Amount divided by \$83.19 (the "Reference Price") and (ii) \$530 divided by the Applicable Market Value, (b) if the Applicable Market Value is less than the Threshold Appreciation Price, but is greater than the Reference Price, the Stated Amount divided by the Applicable Market Value and (c) if the Applicable Market Value is less than or equal to Reference Price, 12.0207 shares of Common Stock per Purchase Contract, which is equal to the Stated Amount divided by the Reference Price, in each case subject to adjustment as provided in the Purchase Contract Agreement (and in each case rounded upward or downward to the nearest 1/10,000th of a share). No fractional shares of Common Stock will be issued upon settlement of Purchase Contracts, as provided in the Purchase Contract Agreement.

The Company shall pay, on each Payment Date in respect of each Purchase Contract forming part of an Income PRIDES evidenced hereby, an amount (the "Contract Adjustment Payments") equal to 2.525% per annum of the Stated Amount; computed on the basis of a 360-day year of twelve 30-day months. Such Contract Adjustment Payments shall be payable to the Person in whose name this Income PRIDES Certificate (or a predecessor Income PRIDES Certificate or a predecessor Growth PRIDES Certificate) is registered on the Register at the close of business on the Record Date for such Payment Date.

The Company's obligations with respect to Contract Adjustment Payments (including any accrued Contract Adjustment Payments), will be subordinated and junior in right of payment to the Company's obligations under any Senior Indebtedness. Upon any payment or distribution of the Company's assets to its creditors upon any dissolution, winding up, liquidation or

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reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other similar proceedings, the holders of all Senior Indebtedness shall first be entitled to receive payment in full of all amounts due or to become due thereon, or payment of such amounts shall have been provided for, before the holders of the Securities shall be entitled to receive any Contract Adjustment Payments.

No payment of Contract Adjustment Payments may be made if (i) any payment default on any Senior Indebtedness has occurred and is continuing beyond any applicable grace period; or (ii) any default other than a payment default with respect to Senior Indebtedness occurs and is continuing that permits the acceleration of the maturity thereof and the Agent receives a written notice of such default from the Company or the holders of such Senior Indebtedness.

Upon the occurrence of a Termination Event, the Company's obligation to pay Contract Adjustment Payments (including any accrued Contract Adjustment Payments) shall cease.

Each Purchase Contract evidenced hereby which is settled either through Early Settlement, Cash Settlement, Merger Early Settlement or a Significant Corporate Action Early Settlement shall obligate the Holder of the related Income PRIDES to purchase at the applicable Purchase Price, and the Company to sell, a number of newly issued shares of Common Stock equal to the Early Settlement Rate or the Settlement Rate, as adjusted, as applicable.

The "Applicable Market Value" means the average of the Closing Price per share of Common Stock on each of the 20 consecutive Trading Days ending on the third Trading Day immediately preceding the Purchase Contract Settlement Date or, for purposes of determining cash payable in lieu of fractional shares in connection with an Early Settlement, the third Trading Day immediately preceding the relevant Early Settlement Date.

The "Closing Price" of the Common Stock on any date of determination means the closing sale price (or, if no closing price is reported, the last reported sale price) of the Common Stock on The New York Stock Exchange (the "NYSE") on such date or, if the Common Stock is not listed for trading on the NYSE on any such date, as reported in composite transactions for the principal United States national or regional securities exchange on which the Common Stock is so listed, or if the Common Stock is not so listed on a United States national or regional securities exchange, the last closing sale price on and as reported by the NASDAQ Stock Market, or, if the Common Stock is not so reported, the last quoted bid price for the Common Stock in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if such bid price is not available, the Closing Price means the market value of the Common Stock on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company. A "Trading Day" means a day on which the Common Stock (A) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (B) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

In accordance with the terms of the Purchase Contract Agreement, the Holder of this Income PRIDES Certificate shall pay the applicable Purchase Price for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby by effecting a Cash

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Settlement or an Early Settlement or from the Proceeds of a remarketing of the related Pledged Senior Notes of such holders or of the appropriate Applicable Ownership Interest of the Treasury Portfolio. Unless a Tax Event Redemption or a Successful Initial Remarketing has occurred, a Holder of Income PRIDES who does not elect to make an effective (1) Cash Settlement on or prior to 5:00 p.m., New York City time, on the fifth Business Day immediately preceding the Purchase Contract Settlement Date, or (2) Early Settlement on or prior to 5:00 p.m. New York City time, on the fifth Business Day immediately preceding the Purchase Contract Settlement Date, shall pay the Purchase Price for the shares of Common Stock to be issued under the related Purchase Contract from the Proceeds of the sale of the related Pledged Senior Notes held by the Collateral Agent. Unless a Tax Event Redemption or a Successful Initial Remarketing has occurred, such sale will be made by the Remarketing Agent pursuant to the terms of the Remarketing Agreement and any supplemental remarketing agreement executed in connection therewith between the parties thereto, on the third Business Day immediately preceding the Purchase Contract Settlement Date. If a Tax Event Redemption or a Successful Initial Remarketing has occurred, a Holder of Income PRIDES who does not elect to make an effective Early Settlement on or prior to 5:00 p.m. New York City time, on the second Business Day immediately preceding the Purchase Contract Settlement Date shall pay the Purchase Price with the Proceeds at maturity of the Applicable Ownership Interest (as defined in clause (A) of the definition of such term) of the Treasury Portfolio.

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

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

number of Senior Notes as to which any particular voting instructions are received. In the absence of specific instructions from the Holder of an Income PRIDES, the Agent shall abstain from voting the Senior Notes evidenced by such Income PRIDES.

Upon the occurrence of a Tax Event Redemption prior to the Purchase Contract Settlement Date, pursuant to the terms of the Pledge Agreement, the Collateral Agent will apply, out of the aggregate Redemption Price for the Senior Notes that are components of Income

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PRIDES, an amount equal to the aggregate Redemption Amount for the Senior Notes that are components of Income PRIDES to purchase on behalf of the Holders of Income PRIDES, the Treasury Portfolio and, after deducting the Remarketing Fee to the extent permitted under the terms of the Remarketing Agreement, promptly remit the remaining portion of such Redemption Price to the Agent for payment to the Holders of such Income PRIDES.

Upon the occurrence of a Successful Initial Remarketing, pursuant to the terms of the Remarketing Agreement, the Remarketing Agent will apply an amount equal to the Treasury Portfolio Purchase Price to purchase on behalf of the Holders of Income PRIDES, the Treasury Portfolio, and, after deducting the Remarketing Fee to the extent permitted under the terms of the Remarketing Agreement, promptly remit the remaining portion of such Proceeds of the Successful Initial Remarketing to the Agent for payment to the Holders of such Income PRIDES.

Following the occurrence of a Tax Event Redemption prior to the Purchase Contract Settlement Date or following a Successful Initial Remarketing, the Holders of Income PRIDES and the Collateral Agent shall have such security interests, rights and obligations with respect to the Treasury Portfolio as the Holder of Income PRIDES and the Collateral Agent had in respect of the Senior Notes, as the case may be, subject to the Pledge thereof as provided in Articles II, III, IV, V and VI of the Pledge Agreement and any reference herein to the Senior Notes shall be deemed to be a reference to such Treasury Portfolio and any reference herein or in the Certificates to interest on the Senior Notes shall be deemed to be a reference to corresponding distributions on the Treasury Portfolio.

The Income PRIDES Certificates are issuable only in definitive form and only in denominations of a single Income PRIDES and any integral multiple thereof. Income PRIDES Certificates may be transferred or exchanged as provided in the Purchase Contract Agreement. The Income PRIDES Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents permitted by the Purchase Contract Agreement. No service charge shall be required for any such transfer or exchange, but the Company and the Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. A Holder who elects to substitute Treasury Securities for Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, thereby creating Growth PRIDES, shall be responsible for any fees or expenses payable in connection therewith. Except as provided in the Purchase Contract Agreement, for so long as the Purchase Contract underlying an Income PRIDES remains in effect, such Income PRIDES shall not be separable into its constituent parts, and the rights and obligations of the Holder of such Income PRIDES in respect of Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, and the Purchase Contract constituting such Income PRIDES may be transferred and exchanged only as an Income PRIDES. A Holder of an Income PRIDES may create a Growth PRIDES by delivering to the Collateral Agent Treasury Securities in an aggregate principal amount equal to the aggregate principal amount of the pledged Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, as the case may be, in exchange for the release of such pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement. From and after such Collateral Substitution, the Security for which such

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pledged Treasury Securities secures the Holder's obligation under the Purchase Contract shall be referred to as a "Growth PRIDES." Such Collateral Substitution may cause the equivalent aggregate Stated Amount of this Certificate to be increased or decreased; provided, however, the equivalent aggregate Stated Amount outstanding under this Income PRIDES Certificate shall not exceed \$250,000,000. Notwithstanding the preceding sentence, the Company may from time to time authorize and issue additional PRIDES that will constitute a single series with the PRIDES represented by this Income PRIDES Certificate without the consent of the Holders thereof. All such adjustments to the equivalent aggregate Stated Amount of this Income PRIDES Certificate shall be duly recorded by placing an appropriate notation on the Schedule attached hereto.

A Holder of Growth PRIDES may recreate Income PRIDES by delivering to the Collateral Agent Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, with an aggregate principal amount, in the case of such Senior Notes, or with the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, in the case of such appropriate Applicable Ownership Interest of the Treasury Portfolio, equal to the aggregate principal amount of the pledged Treasury Securities in exchange for the release of such pledged Treasury Securities in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement.

The Purchase Contracts and all obligations and rights of the Company and the Holders thereunder, including, without limitation, the rights of the Holders to receive and the obligation of the Company to pay any Contract Adjustment Payments and the rights and obligations of the Holders to purchase Common Stock, shall immediately and automatically terminate, without the necessity of any notice or action by any Holder, the Agent or the Company, if, on or prior to the Purchase Contract Settlement Date, a Termination Event shall have occurred. Upon the occurrence of a Termination Event, the Company shall promptly but in no event later than two Business Days thereafter give written notice to the Agent, the Collateral Agent and to the Holders, at their addresses as they appear in the Income PRIDES Register. Upon and after the occurrence of a Termination Event, the Collateral Agent shall release the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, from the Pledge in accordance with the provisions of the Pledge Agreement.

Subject to and upon compliance with the provisions of the Purchase Contract Agreement, at the option of the Holders thereof, Purchase Contracts underlying Securities having an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof may be settled early ("Early Settlement") as provided in the Purchase Contract Agreement. Upon Early Settlement, (i) the right of the Holder of this Income PRIDES Certificate to receive additional Contract Adjustment Payments in respect of such Purchase Contracts will terminate and (ii) no adjustment will be made to or for the Holder on account of any amount accrued in respect of Contract Adjustment Payments. In order to exercise the right to effect Early Settlement with respect to any Purchase Contracts evidenced by this Income PRIDES Certificate, the Holder of this Income PRIDES Certificate shall deliver this Income PRIDES Certificate to the Agent at the Corporate Trust Office or the New York Office duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early

set forth below duly completed and accompanied by payment in lawful money of the United States by certified or cashiers check or wire transfer, in each case in immediately available funds payable to the Company in an amount (the "Early Settlement

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Amount") equal to (i) the product of (A) the Stated Amount times (B) the number of Purchase Contracts with respect to which the Holder has elected to effect Early Settlement plus (ii) if such delivery is made with respect to any Purchase Contracts during the period from the close of business on any Record Date next preceding any Payment Date to the opening of business on such Payment Date, interest and Contract Adjustment Payment, if any, payable on such Payment Date with respect to such Purchase Contracts. Upon Early Settlement of Purchase Contracts by a Holder of the related Securities, the Pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio underlying such Securities shall be released from the Pledge as provided in the Pledge Agreement and the Holder shall be entitled to receive a number of shares of Common Stock on account of each Purchase Contract forming part of an Income PRIDES as to which Early Settlement is effected equal to the Early Settlement Rate. The Early Settlement Rate shall initially be equal to 7.8567 shares of Common Stock and shall be adjusted in the same manner and at the same time as the Settlement Rate is adjusted as provided in the Purchase Contract Agreement.

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

The Holder of this Income PRIDES Certificate, by its acceptance hereof, irrevocably authorizes the Agent to enter into and perform the related Purchase Contracts forming part of the Income PRIDES evidenced hereby on his behalf as his attorney-in-fact, expressly withholds any consent to the assumption (i.e., affirmance) of the Purchase Contracts by the Company or its trustee in the event that the Company becomes the subject of a case under the Bankruptcy Code, agrees to be bound by the terms and provisions thereof, covenants and agrees to perform its obligations under such Purchase Contracts, consents to the provisions of the Purchase Contract Agreement, authorizes the Agent to enter into and perform the Pledge Agreement on its behalf as its attorney-in-fact, and consents to and agrees to be bound by the Pledge of the Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, underlying this Income PRIDES Certificate pursuant to the Pledge Agreement and to all other provisions of the Pledge Agreement. The Holder, by its acceptance hereof, further covenants and agrees, that, to the extent and in the manner provided in the Purchase Contract Agreement and the Pledge Agreement, but subject to the terms thereof, Proceeds of the pledged Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio on the Purchase Contract Settlement Date shall be paid by the Collateral Agent to the Company in satisfaction of such Holder's obligations under such Purchase Contract and such Holder shall acquire no right, title or interest in such Proceeds.

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

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outstanding. In addition, certain amendments to the Purchase Contract Agreement may be made without any consent of the Holders as provided in the Purchase Contract Agreement.

THE PURCHASE CONTRACTS SHALL FOR ALL PURPOSES BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Each Holder of this Income PRIDES Certificate, and each beneficial owner hereof, by its acceptance hereof or of its interest herein, covenants and agrees to treat (i) itself as the owner of the related Senior Notes or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, (ii) the Senior Notes as indebtedness of the Company, in each case, for United States federal, state and local income and franchise tax purposes, and (iii) the Purchase Contract and the Senior Notes or the Applicable Ownership Interest of the Treasury Portfolio, as the case may be, as separate financial instruments, in each case, for all tax purposes.

The Company, the Agent and its Affiliates and any agent of the Company or the Agent may treat the Person in whose name this Income PRIDES Certificate is registered as the owner of the Income PRIDES evidenced hereby for the purpose of receiving payments of interest payable quarterly on the Senior Notes or on the maturing quarterly interest strips of the Treasury Portfolio and Contract Adjustment Payments, as applicable, whether or not any payments in respect thereof be overdue and notwithstanding any notice to the contrary, and neither the Company, the Agent nor any such agent shall be affected by notice to the contrary.

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

A copy of the Purchase Contract Agreement is available for inspection at the offices of the Agent during regular business hours of the Agent.

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ABBREVIATIONS

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

TEN COM -

as tenants in common

UNIF GIFT MIN ACT -

Custodian

(cust) (minor)

Under Uniform Gifts to Minors Act

(State)

TEN ENT -

as tenants by the entireties

JT TEN -

as joint tenants with right of survivorship and
not as tenants in common

Additional abbreviations may also be used though not in the above list.

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

_____ &n bsp: _____

_____ &n bsp: _____

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

_____ &n bsp: _____

_____ &n bsp: _____

_____ &n bsp: _____

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

the within Income PRIDES Certificates and all rights thereunder, hereby irrevocably constituting and appointing

_____ &n bsp: _____

attorney to transfer said Income PRIDES Certificates on the books of Affiliated Managers Group, Inc. with full power of substitution in the premises.

Dated: _____

Signature

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Income PRIDES Certificates in

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Signature Guarantee: _____

every particular, without alteration or enlargement or any change whatsoever.

SETTLEMENT INSTRUCTIONS

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

Dated: _____

Signature

Signature Guarantee: _____

(if assigned to another person)

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

REGISTERED HOLDER

Please print name and address of Registered Holder:

Name _____

Name

Address _____

Address

Social Security or other
Taxpayer Identification Number,
if any

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ELECTION TO SETTLE EARLY

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

Dated: _____

Signature

Signature Guarantee: _____

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

If Common Stock or Income PRIDES Certificates are to be registered in the name of and delivered to and Pledged Senior Notes are to be transferred to a Person other than the Holder, please print such Person's name and address:

REGISTERED HOLDER

Please print name
and address of
Registered Holder:

Name

Name

Address

Address

Social Security or other
Taxpayer Identification
Number, if any

Transfer Instructions for Pledged Senior Notes Transferable Upon Early Settlement or a Termination Event:

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EXHIBIT B

(Form of Face of Growth PRIDES Certificate)

THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY, THE SHARES OR COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN OR THEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OR THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY OR SHARES OR COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") WHICH IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE OF THIS SECURITY OR THE SHARES OF COMMON STOCK ISSUABLE UPON SETTLEMENT OF THIS SECURITY AND THE LAST DATE ON WHICH AFFILIATED MANAGERS GROUP, INC. (THE "COMPANY") OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY OR AFFILIATE THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE RIGHTS OF THE COMPANY PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO IT, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY COMPLETED AND DELIVERED BY THE TRANSFEROR. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

No.
Number of Growth PRIDES

CUSIP No. 008252 80 1

Growth PRIDES Certificate

This Growth PRIDES Certificate certifies that _____ is the registered Holder of the number of Growth PRIDES set forth above. Each Growth PRIDES represents (i) an undivided beneficial ownership interest in a Treasury Security having a principal amount at maturity equal to \$1,000, subject to the Pledge of such Treasury Security by such Holder pursuant to the Pledge Agreement, and (ii) the rights and obligations of the Holder under one Purchase Contract with

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Affiliated Managers Group, Inc., a Delaware corporation (the "Company"). All capitalized terms used herein which are defined in the Purchase Contract Agreement have the meaning set forth therein.

Pursuant to the Pledge Agreement, the Treasury Securities constituting part of each Growth PRIDES evidenced hereby have been pledged to the Collateral Agent, for the benefit of the Company, to secure the obligations of the Holder under the Purchase Contract comprising a portion of such Growth PRIDES.

The Pledge Agreement provides that all payments of the principal of any Treasury Securities received by the Collateral Agent shall be paid by the Collateral Agent by wire transfer in same day funds (i) in the case of any principal payments with respect to any Treasury Securities that have been released from the Pledge pursuant to the Pledge Agreement, to the Holders of the applicable Growth PRIDES to the accounts designated by them in writing for such purpose no later than 2:00 p.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 12:30 p.m., New York City time, on a Business Day, then such payment shall be made no later than 10:30 a.m., New York City time, on the next succeeding Business Day), and (ii) in the case of the principal of any Pledged Treasury Securities, to the Company on the Purchase Contract Settlement Date (as defined herein) in accordance with the terms of the Pledge Agreement, in full satisfaction of the respective obligations of the Holders of the Growth PRIDES of which such Pledged Treasury Securities are a part under the Purchase Contracts forming a part of such Growth PRIDES.

Each Purchase Contract evidenced hereby obligates the Holder of this Growth PRIDES Certificate to purchase, and the Company to sell, not later than February 17, 2008 (the "Purchase Contract Settlement Date"), at a price of \$1,000 (the "Stated Amount"), a number of newly issued shares of Common Stock, par value \$0.01 ("Common Stock"), of the Company equal to the applicable Settlement Rate, unless on or prior to the Purchase Contract Settlement Date there shall have occurred a Termination Event, an Early Settlement, a Merger Early Settlement or a Significant Corporate Action Early Settlement with respect to the Growth PRIDES of which such Purchase Contract is a part, all as provided in the Purchase Contract Agreement and more fully described on the reverse hereof. The purchase price (the "Purchase Price") for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby, if not paid earlier, shall be paid on the Purchase Contract Settlement Date by application of the Proceeds from the Treasury Securities pledged to secure the obligations under such Purchase Contract in accordance with the terms of the Pledge Agreement.

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

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

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

AFFILIATED MANAGERS GROUP, INC.

By: _____
Name:
Title:

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

By: THE BANK OF NEW YORK

By: _____
Name:
Title:

not individually but solely as attorney-in- fact of such Holder

AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Growth PRIDES Certificates referred to in the within mentioned Purchase Contract Agreement.

By: _____
Authorized Signatory

as Purchase Contract Agent

Dated:

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(Form of Reverse of Growth PRIDES Certificate)

Each Purchase Contract evidenced hereby is governed by a Purchase Contract Agreement, dated as of February 12, 2004 (as may be supplemented from time to time, the "Purchase Contract Agreement"), between the Company and The Bank of New York, as Purchase Contract Agent (including its successors thereunder, herein called the "Agent" or "Purchase Contract Agent"), to which the Purchase Contract Agreement and supplemental agreements thereto reference is hereby made for a description of the respective rights, limitations of rights, obligations, duties and immunities thereunder of the Agent, the Company and the Holders and of the terms upon which the Growth PRIDES Certificates are, and are to be, executed and delivered. In the case of any inconsistency between this Certificate and the terms of the Purchase Contract Agreement, the terms of the Purchase Contract Agreement shall prevail.

Each Purchase Contract evidenced hereby obligates the Holder of this Growth PRIDES Certificate to purchase, and the Company to sell, on the Purchase Contract Settlement Date at the Purchase Price, a number of newly issued shares of Common Stock of the Company equal to the Settlement Rate, unless, on or prior to the Purchase Contract Settlement Date, there shall have occurred a Termination Event, an Early Settlement, a Merger Early Settlement or a Significant Corporate Action Early Settlement with respect to the Security of which such Purchase Contract is a part.

The "Settlement Rate" is the number of shares of Common Stock per Purchase Contract equal to (a) if the Applicable Market Value (as defined below) is equal to or greater than \$127.28 (the "Threshold Appreciation Price"), the difference of the two following fractions: (i) the Stated Amount divided by \$83.19 (the "Reference Price") and (ii) \$530 divided by the Applicable Market Value, (b) if the Applicable Market Value is less than the Threshold Appreciation Price, but is greater than the Reference Price, the Stated Amount divided by the Applicable Market Value and (c) if the Applicable Market Value is less than or equal to Reference Price, 12.0207 shares of Common Stock per Purchase Contract, which is equal to the Stated Amount divided by the Reference Price, in each case subject to adjustment as provided in the Purchase Contract Agreement (and in each case rounded upward or downward to the nearest 1/10,000th of a share). No fractional shares of Common Stock will be issued upon settlement of Purchase Contracts, as provided in the Purchase Contract Agreement.

The Company shall pay, on each Payment Date in respect of each Purchase Contract forming part of a Growth PRIDES evidenced hereby, an amount (the "Contract Adjustment Payments") equal to 2.525% per annum of the Stated Amount; computed on the basis of a 360-day year of twelve 30-day months. Such Contract Adjustment Payments shall be payable to the Person in whose name this Growth PRIDES Certificate (or a predecessor Growth PRIDES Certificate or a predecessor Income PRIDES Certificate) is registered on the Register at the close of business on the Record Date for such Payment Date.

The Company's obligations with respect to Contract Adjustment Payments (including any accrued Contract Adjustment Payments), will be subordinated and junior in right of payment to the Company's obligations under any Senior Indebtedness. Upon any payment or distribution of the Company's assets to its creditors upon any dissolution, winding up, liquidation or

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reorganization, whether voluntary or involuntary, or in bankruptcy, insolvency, receivership or other similar proceedings, the holders of all Senior Indebtedness shall first be entitled to receive payment in full of all amounts due or to become due thereon, or payment of such amounts shall have been provided for, before the holders of the Securities shall be entitled to receive any Contract Adjustment Payments.

No payment of Contract Adjustment Payments may be made if (i) any payment default on any Senior Indebtedness has occurred and is continuing beyond any applicable grace period; or (ii) any default other than a payment default with respect to Senior Indebtedness occurs and is continuing that permits the acceleration of the maturity thereof and the Agent receives a written notice of such default from the Company or the holders of such Senior Indebtedness.

Upon the occurrence of a Termination Event, the Company's obligation to pay Contract Adjustment Payments (including any accrued Contract Adjustment Payments) shall cease.

Each Purchase Contract evidenced hereby which is settled through Early Settlement, Merger Early Settlement or a Significant Corporate Action Early Settlement shall obligate the Holder of the related Growth PRIDES to purchase at the applicable Purchase Price, and the Company to sell, a number of newly issued shares of Common Stock equal to the Early Settlement Rate or the Settlement Rate, as adjusted, as applicable.

The “Applicable Market Value” means the average of the Closing Price per share of Common Stock on each of the 20 consecutive Trading Days ending on the third Trading Day immediately preceding the Purchase Contract Settlement Date or, for purposes of determining cash payable in lieu of fractional shares in connection with an Early Settlement, the third Trading Day immediately preceding the relevant Early Settlement Date.

The “Closing Price” of the Common Stock on any date of determination means the closing sale price (or, if no closing sale price is reported, the last reported sale price) of the Common Stock on The New York Stock Exchange (the “NYSE”) on such date or, if the Common Stock is not listed for trading on the NYSE on any such date, as reported in composite transactions for the principal United States national or regional securities exchange on which the Common Stock is so listed, or if the Common Stock is not so listed on a United States national or regional securities exchange, the last closing sale price on and as reported as reported by the NASDAQ stock Market or, if the Common Stock is not so reported, the last quoted bid price for the Common Stock in the over-the-counter market as reported by the National Quotation Bureau or similar organization, or, if such bid price is not available, the Closing Price means the market value of the Common Stock on such date as determined by a nationally recognized independent investment banking firm retained for this purpose by the Company. A “Trading Day” means a day on which the Common Stock (A) is not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business and (B) has traded at least once on the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Common Stock.

In accordance with the terms of the Purchase Contract Agreement, the Holder of this Growth PRIDES Certificate shall pay the Purchase Price for the shares of Common Stock purchased pursuant to each Purchase Contract evidenced hereby by effecting either an Early

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Settlement of each such Purchase Contract or by applying a principal amount of the Pledged Treasury Securities underlying such Holder’s Growth PRIDES equal to the Stated Amount to the purchase of the Common Stock. A Holder of Growth PRIDES who does not elect, on or prior to 5:00 p.m., New York City time, on the second Business Day immediately preceding the Purchase Contract Settlement Date, to make an Early Settlement, shall pay the Purchase Price for the shares of Common Stock to be issued on the related Purchase Contract by applying a principal amount of the pledged Treasury Securities as aforesaid.

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

The Growth PRIDES Certificates are issuable only in definitive form and only in denominations of a single Growth PRIDES and any integral multiple thereof. Growth PRIDES Certificates may be transferred or exchanged as provided in the Purchase Contract Agreement. The Growth PRIDES Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents permitted by the Purchase Contract Agreement. No service charge shall be required for any such transfer or exchange, but the Company and the Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. A Holder who elects to substitute Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, for Treasury Securities, thereby recreating Income PRIDES, shall be responsible for any fees or expenses payable in connection therewith. Except as provided in the Purchase Contract Agreement, for so long as the Purchase Contract underlying a Growth PRIDES remains in effect, such Growth PRIDES shall not be separable into its constituent parts, and the rights and obligations of the Holder of such Growth PRIDES in respect of the Treasury Security and the Purchase Contract constituting such Growth PRIDES may be transferred and exchanged only as a Growth PRIDES. A Holder of Growth PRIDES may recreate Income PRIDES by delivering to the Collateral Agent Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, with an aggregate principal amount, in the case of such Senior Notes, or with the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, in the case of such appropriate Applicable Ownership Interest of the Treasury Portfolio, equal to the aggregate principal amount of the pledged Treasury Securities in exchange for the release of such pledged Treasury Securities in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement. From and after such substitution, the Security for which such Pledged Senior Notes or appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be, secures the Holder’s obligation under the Purchase Contract shall be referred to as an “Income PRIDES.” Such substitution may cause the equivalent aggregate Stated Amount of this Certificate to be increased or decreased; provided, however, the equivalent aggregate Stated Amount outstanding under this Growth PRIDES Certificate shall not exceed \$250,000,000. Notwithstanding the preceding sentence, the Company may from time to time authorize and issue additional PRIDES that will constitute a single series with the PRIDES represented by this Growth PRIDES Certificate without the consent of the Holders thereof. All such adjustments to the equivalent aggregate Stated Amount

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of this Growth PRIDES Certificate shall be duly recorded by placing an appropriate notation on the Schedule attached hereto.

A Holder of an Income PRIDES may create a Growth PRIDES by delivering to the Collateral Agent Treasury Securities in an aggregate principal amount of the pledged Senior Notes or the appropriate Applicable Ownership Interest (as specified in clause (A) of the definition of such term) of the Treasury Portfolio, as the case may be, in exchange for the release of such pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio; as the case may be, in accordance with the terms of the Purchase Contract Agreement and the Pledge Agreement.

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

Subject to and upon compliance with the provisions of the Purchase Contract Agreement, at the option of the Holders thereof, Purchase Contracts underlying Securities having an aggregate Stated Amount equal to \$1,000 or an integral multiple thereof may be settled early ("Early Settlement") as provided in the Purchase Contract Agreement. In order to exercise the right to effect Early Settlement with respect to any Purchase Contracts evidenced by this Growth PRIDES Certificate, the Holder of this Growth PRIDES Certificate shall deliver this Growth PRIDES Certificate to the Agent at the Corporate Trust Office or the New York Office duly endorsed for transfer to the Company or in blank with the form of Election to Settle Early set forth below duly completed and accompanied by payment in lawful money of the United States by certified or cashiers check or wire transfer, in each case in immediately available funds payable to the Company in an amount (the "Early Settlement Amount") equal to (i) the product of (A) the Stated Amount times (B) the number of Purchase Contracts with respect to which the Holder has elected to effect Early Settlement plus (ii) if such delivery is made with respect to any Purchase Contracts during the period from the close of business on any Record Date next preceding any Payment Date to the opening of business on such Payment Date, interest and Contract Adjustment Payments, if any, payable on such Payment Date with respect to such Purchase Contracts. Upon Early Settlement, (i) the right of the Holder of this Growth PRIDES Certificate to receive additional Contract Adjustment Payments in respect of such Purchase Contracts will terminate and (ii) no adjustment will be made to or for the Holder on account of any amount accrued in respect of Contract Adjustment Payments. Upon Early Settlement of Purchase Contracts by a Holder of the related Securities, the Pledged Treasury Securities underlying such Securities shall be released from the Pledge as provided in the Pledge Agreement and the Holder shall be entitled to receive a number of shares of Common Stock on

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account of each Purchase Contract forming part of a Growth PRIDES as to which Early Settlement is effected equal to the Early Settlement Rate. The Early Settlement Rate shall initially be equal to 7.8567 shares of Common Stock and shall be adjusted in the same manner and at the same time as the Settlement Rate is adjusted as provided in the Purchase Contract Agreement.

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

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

Subject to certain exceptions, the provisions of the Purchase Contract Agreement may be amended with the consent of the Holders of a majority of the Purchase Contracts then outstanding. In addition, certain amendments to the Purchase Contract Agreement may be made without any consent of the Holders as provided in the Purchase Contract Agreement.

THE PURCHASE CONTRACTS SHALL FOR ALL PURPOSES BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Each Holder of this Growth PRIDES Certificate, and each beneficial owner hereof, by its acceptance hereof or of its interest herein, covenants and agrees to treat (i) itself as the owner of the related Treasury Securities for United States federal, state and local income and franchise tax purposes, and (ii) the Purchase Contract and the Treasury Securities, as separate financial instruments for all tax purposes.

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

The Purchase Contracts shall not, prior to the settlement thereof, entitle the Holder to any of the rights of a holder of shares of Common Stock. A copy of the Purchase Contract Agreement is available for inspection at the offices of the Agent during regular business hours of the Agent.

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ABBREVIATIONS

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT - Custodian
(cust) (minor)

Under Uniform Gifts to Minors Act

(State)

TEN ENT -

as tenants by the entireties

JT TEN -

as joint tenants with right of survivorship and
not as tenants in common

Additional abbreviations may also be used though not in the above list.

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

_____ &n bsp;

_____ &n bsp;

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

_____ &n bsp;

_____ &n bsp;

_____ &n bsp;

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

the within Growth PRIDES Certificates and all rights thereunder, hereby irrevocably constituting and appointing

_____ &n bsp;

attorney to transfer said Growth PRIDES Certificates on the books of Affiliated Managers Group, Inc. with full power of substitution in the premises.

Dated: _____

Signature

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

Signature Guarantee: _____

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SETTLEMENT INSTRUCTIONS

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

Dated: _____

Signature

Signature Guarantee: _____

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

REGISTERED HOLDER

Please print name

and address of
Registered Holder:

Name

Name

Address

Address

Social Security or other
Taxpayer Identification
Number, if any

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ELECTION TO SETTLE EARLY

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

Dated: _____

Signature

Signature Guarantee: _____

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

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

REGISTERED HOLDER

Please print name
and address of
Registered Holder:

Name

Name

Address

Address

Social Security or other
Taxpayer Identification
Number, if any

Transfer Instructions for Pledged Treasury Securities Transferable Upon Early Settlement or a Termination Event:

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EXHIBIT C

INSTRUCTION FROM PURCHASE CONTRACT AGENT
TO COLLATERAL AGENT

[Collateral Agent Address]

Re: PRIDES of Affiliated Managers Group, Inc. (the "Company")

We hereby notify you in accordance with Section [4.1] [4.2] of the Pledge Agreement, dated as of February 12, 2004 (the "Pledge Agreement"), among the Company, yourselves, as Collateral Agent, Custodial Agent and Securities Intermediary and ourselves, as Purchase Contract Agent and as attorney-in-fact for the holders of [Income PRIDES] [Growth PRIDES] from time to time, that the holder of the Securities listed below (the "Holder") has elected to substitute [\$ aggregate principal amount of Treasury Securities] [\$ aggregate principal amount of Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] in exchange for an equal Value of [Pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] [Pledged Treasury Securities] held by you in accordance with the Pledge Agreement and has delivered to us a notice stating that the Holder has Transferred [Treasury Securities] [Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] to you, as Collateral Agent. We hereby instruct you, upon receipt of such [Pledged Treasury Securities] [Pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] and upon the payment by such Holder of any applicable fees, to release the [Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] [Treasury Securities] related to such [Income PRIDES] [Growth PRIDES] to us in accordance with the Holder's instructions. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Dated: _____

By: _____
Name: _____
Title: _____

Signature Guarantee: _____

Please print name and address of Registered Holder electing to substitute [Treasury Securities] [Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] for the [Pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] [Pledged Treasury Securities]:

Name

Social Security or other Taxpayer
Identification Number, if any

Address

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EXHIBIT D

INSTRUCTION TO PURCHASE CONTRACT AGENT

[Purchase Contract Agent Address]

Re: PRIDES of Affiliated Managers Group, Inc. (the "Company")

The undersigned Holder hereby notifies you that it has delivered to _____, as Collateral Agent, [\$ _____ aggregate principal amount of Treasury Securities] [\$ _____ aggregate principal amount of Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] in exchange for an equal Value of [Pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as the case may be,] [Pledged Treasury Securities] held by the Collateral Agent, in accordance with Section [4.1], [4.2] of the Pledge Agreement, dated February 12, 2004 (the "Pledge Agreement"), between you, the Company and the Collateral Agent. The undersigned Holder has paid the Collateral Agent all applicable fees relating to such exchange. The undersigned Holder hereby instructs you to instruct the Collateral Agent to release to you on behalf of the undersigned Holder the [Pledged Senior Notes or the appropriate Applicable Ownership Interest of the Treasury Portfolio] [Pledged Treasury Securities] related to such [Income PRIDES] [Growth PRIDES]. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Dated: _____

By: _____

Signature Guarantee: _____

Dated:

Please print name and address of Registered Holder:

Name

Social Security or other Taxpayer
Identification Number, if any

Address

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EXHIBIT E

NOTICE TO SETTLE BY SEPARATE CASH

[Purchase Contract Agent Address]

Re: PRIDES of Affiliated Managers Group, Inc. (the "Company")

The undersigned Holder hereby irrevocably notifies you in accordance with Section 5.4 of the Purchase Contract Agreement dated as of February 12, 2004 among the Company and yourselves, as Purchase Contract Agent and as Attorney-in- Fact for the Holders of the Purchase Contracts, that such Holder has elected to pay to the Collateral Agent, on or prior to 11:00 a.m. New York City time, on the Business Day immediately preceding the Purchase Contract Settlement Date, (in lawful money of the United States by [certified or cashiers check or] wire transfer, in each case in immediately available funds), \$ _____ as the Purchase Price for the shares of Common Stock issuable to such Holder by the Company under the related Purchase Contract on the Purchase Contract Settlement Date. The undersigned Holder hereby instructs you to notify promptly the Collateral Agent of the undersigned Holders election to make such cash settlement with respect to the Purchase Contracts related to such Holder's [Income PRIDES] [Growth PRIDES].

Dated: _____

By: _____

Signature Guarantee: _____

Dated:

Please print name and address of Registered Holder:

Name _____ Social Security or other Taxpayer Identification Number, if any

Address _____

PLEDGE AGREEMENT

between

AFFILIATED MANAGERS GROUP, INC.,

and

THE BANK OF NEW YORK

as Collateral Agent, Custodial Agent,

Purchase Contract Agent and Securities Intermediary

Dated as of February 12, 2004

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PLEDGE AGREEMENT

PLEDGE AGREEMENT, dated as of February 12, 2004 (this “Agreement”), among Affiliated Managers Group, Inc., a corporation organized and existing under the laws of the State of Delaware (the “Company”), The Bank of New York, a New York banking corporation, not individually but solely as collateral agent (in such capacity, together with its successors in such capacity, the “Collateral Agent”), as custodial agent (in such capacity, together with its successors in such capacity, the “Custodial Agent”), as “securities intermediary” as defined in Section 8-102(a)(14) of the Code (as defined herein) (in such capacity, together with its successors in such capacity, the “Securities Intermediary”), and as purchase contract agent and as attorney-in-fact of the Holders (as defined in the Purchase Contract Agreement) from time to time of the Securities (as hereinafter defined) (in such capacity, together with its successors in such capacity, the “Purchase Contract Agent”) under the Purchase Contract Agreement (as herein after defined).

RECITALS

The Company and the Purchase Contract Agent are parties to the Purchase Contract Agreement, dated as of the date hereof (as modified and supplemented and in effect from time to time, the “Purchase Contract Agreement”), pursuant to which there may be issued up to 250,000 PRIDES of the Company, having a stated amount of \$1,000 (the “Stated Amount”) per PRIDES.

The PRIDES will initially consist of 250,000 units (referred to as “Income PRIDES”) with a face amount, per Income PRIDES, equal to the Stated Amount. Each Income PRIDES will be comprised of (a) a stock purchase contract (the “Purchase Contract”) under which (i) the holder will purchase from the Company on February 17, 2008 (the “Purchase Contract Settlement Date”), a number of shares of common stock, \$0.01 par value per share (the “Common Stock”), of the Company equal to the Settlement Rate (as defined below) and (ii) the Company will pay certain Contract Adjustment Payments to the holders as provided in the Purchase Contract Agreement, and (b) either beneficial ownership of \$1,000 principal amount of the Company’s 4.125% Senior Notes initially due February 17, 2010 (each a “Senior Note”) issued pursuant to an indenture, dated as of December 21, 2001, between the Company and Wachovia Bank, National Association (as successor to First Union National Bank), as trustee, as amended by a Replacement Trustee Agreement, by and between The Bank of New York and the Company (collectively the “Base Indenture”) as supplemented by a second supplemental indenture, to be dated

February 12, 2004 between The Bank of New York, as trustee (the "Trustee") and the Company (the "Second Supplemental Indenture" together with the Base Indenture, the "Indenture") or, following a Successful Initial Remarketing or a Tax Event Redemption, the Portfolio Interests (as hereinafter defined).

As provided herein, holders of Income PRIDES may substitute collateral in order to create units of Growth PRIDES ("Growth PRIDES" and together, with the Income PRIDES, the "Securities"). Each Growth PRIDES so created will be comprised of (a) a Purchase Contract under which (i) the holder will purchase from the Company not later than the Purchase Contract Settlement Date, for an amount in cash equal to the Stated Amount, a number of shares of Common Stock equal to the Settlement Rate and (ii) the Company will pay certain Contract Adjustment Payments to the holders as provided in the Purchase Contract Agreement, and (b) an

undivided beneficial ownership interest in a zero-coupon U.S. Treasury Security having a principal amount at maturity equal to the aggregate principal amount of Senior Notes for which substitution is being made and maturing on February 15, 2008 (the "Treasury Securities").

Pursuant to the terms of the Purchase Contract Agreement and the Purchase Contracts, the Holders, from time to time, of the Securities have irrevocably authorized the Purchase Contract Agent, as attorney-in-fact of such Holders, among other things, to execute and deliver this Agreement on behalf of such Holders and to grant the pledge provided hereby of the Senior Notes, any Applicable Ownership Interest in the Treasury Portfolio (such securities (as defined in Section 8-102(a)(15) of the Code) and Securities Entitlements, collectively, the "Portfolio Interests") and any Treasury Securities delivered in exchange or substitution therefor and all cash and other proceeds thereof to secure each Holder's obligations under the related Purchase Contract, as provided herein and subject to the terms hereof. Upon such pledge, the Senior Notes, the Portfolio Interests and the Treasury Securities will be beneficially owned by the Holders but will be owned of record by the Purchase Contract Agent subject to the Pledge hereunder.

Accordingly, the Company, the Collateral Agent, the Securities Intermediary, the Custodial Agent and the Purchase Contract Agent, on its own behalf and as attorney-in-fact of the Holders from time to time of the Securities, agree as follows:

ARTICLE I Definitions

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

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (b) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;
- (c) capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Purchase Contract Agreement; and
- (d) terms used herein and defined in Article 8 or 9 of the Code and not otherwise defined herein are used herein as defined in Article 8 or 9 of the Code.

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

"Cash" means any coin or currency of the United States as at the time shall be legal tender for payment of public and private debts.

"Code" has the meaning specified in Section 6.1 hereof.

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"Collateral" has the meaning specified in Section 2.1 hereof.

"Collateral Account" means the securities account (number •) maintained at The Bank of New York in the name The Bank of New York, as Purchase Contract Agent on behalf of the holders of certain securities of Affiliated Managers Group, Inc., Collateral Account subject to the security interest of The Bank of New York, as Collateral Agent, for the benefit of Affiliated Managers Group, Inc., as pledgee and any successor account.

"Collateral Agent" has the meaning specified in the first paragraph of this Agreement.

"Common Stock" has the meaning specified in the Recitals.

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

"Custodial Agent" has the meaning specified in the Recitals.

"Intermediary" means any entity that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Other Senior Notes" means any Senior Notes that are not Pledged Senior Notes.

"Permitted Investments" means any one of the following which shall mature not later than the next succeeding Business Day: (i) any evidence of indebtedness with an original maturity of 365 days or less issued, or directly and fully guaranteed or insured, by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States of America is pledged in support thereof or such indebtedness constitutes a general obligation of it); (ii) deposits, certificates of deposit or acceptances with an original maturity of 365 days or less of any institution which is a

member of the Federal Reserve System having combined capital and surplus and undivided profits of not less than US\$200,000,000 at the time of deposit; (iii) investments with an original maturity of 365 days or less of any Person that are fully and unconditionally guaranteed by a bank of the type referred to in clause (ii); (iv) investments in commercial paper, other than commercial paper issued by the Company or its affiliates, of any corporation incorporated under the laws of the United States or any State thereof, which commercial paper has a rating at the time of purchase at least equal to “A-1” by Standard & Poor’s Ratings Service, a Division of The McGraw-Hill Companies, Inc. (“S&P”) or at least equal to “P-1” by Moody’s Investors Service, Inc. (“Moody’s”); and (v) investments in money market funds registered under the Investment Company Act of 1940, as amended, and rated in the highest applicable rating category by S&P or Moody’s.

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

“Pledge” has the meaning specified in Section 2.1 hereof.

“Pledged Senior Notes” has the meaning specified in Section 2.1 hereof.

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“Pledged Treasury Securities” has the meaning specified in Section 2.1 hereof.

“Proceeds” means all interest, dividends, cash, instruments, securities, financial assets (as defined in Section 8-102(a)(9) of the Code) and other property from time to time received, receivable or otherwise distributed upon the sale, exchange, collection or disposition of the Collateral or any proceeds thereof.

“Purchase Contract” has the meaning specified in the Recitals.

“Purchase Contract Agent” has the meaning specified in the first paragraph of this Agreement.

“Purchase Contract Agreement” has the meaning specified in the Recitals.

“Purchase Contract Settlement Date” has the meaning specified in the Recitals.

“Securities” has the meaning specified in the Recitals.

“Securities Intermediary” has the meaning specified in the first paragraph of this Agreement.

“Security Entitlement” has the meaning set forth in Section 8-102(a)(17) of the Code.

“Senior Notes” has the meaning specified in the Recitals.

“Stated Amount” has the meaning specified in the Recitals.

“Supplemental Remarketing Agreement” means the Supplemental Remarketing Agreement attached as Exhibit A to the Remarketing Agreement.

“Tax Event Redemption Date” means the date upon which a Tax Event Redemption is to occur.

“TRADES” means the Treasury/Reserve Automated Debt Entry System maintained by the Federal Reserve Bank of New York pursuant to the TRADES Regulations.

“TRADES Regulations” means the regulations of the United States Department of the Treasury, published at 31 C.F.R. Part 357, as amended from time to time. Unless otherwise defined herein, all terms defined in the TRADES Regulations are used herein as therein defined.

“Transfer” means, with respect to the Collateral and in accordance with the instructions of the Collateral Agent, the Purchase Contract Agent or the Holder, as applicable:

- (i) in the case of Collateral consisting of securities which cannot be delivered by book-entry or which the parties agree are to be delivered in physical form, delivery in appropriate physical form to the recipient accompanied by any duly executed instruments of transfer, assignments in blank, transfer tax stamps and any other documents necessary to constitute a legally valid transfer to the recipient; and

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- (ii) in the case of Collateral consisting of securities maintained in book-entry form, by causing a “securities intermediary” (as defined in Section 8-102(a)(14) of the Code) to (i) credit a “security entitlement” (as defined in Section 8-102(a)(17) of the Code) with respect to such securities to a “securities account” (as defined in Section 8-501(a) of the Code) maintained by or on behalf of the recipient and (ii) to issue a confirmation to the recipient with respect to such credit. In the case of Collateral to be delivered to the Collateral Agent, the securities intermediary shall be the Securities Intermediary and the securities account shall be the Collateral Account.

“Treasury Security” has the meaning specified in the Recitals.

“Trust” has the meaning specified in the Recitals.

“Value” with respect to any item of Collateral on any date means, as to (i) a Senior Note, the Stated Amount, (ii) Cash, the face amount thereof and (iii) Treasury Securities and Portfolio Interests, the aggregate principal amount thereof at maturity.

ARTICLE II
Pledge; Control and Perfection

Section 2.1 The Pledge. The Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, and the Purchase Contract Agent, as such attorney-in-fact, hereby pledge and grant to the Collateral Agent, for the benefit of the Company, as collateral security for the performance when due by such Holders of their respective obligations under the related Purchase Contracts, a security interest in all of the right, title and interest of the Purchase Contract Agent and such Holders (a) in the Senior Notes constituting a part of the Securities, and any Treasury Securities delivered in exchange for any Senior Notes (or, if applicable, the Portfolio Interests) in accordance with Section 4.1 hereof, and any Senior Notes (or, if applicable, any Portfolio Interests) delivered in exchange for any Treasury Securities, in accordance with Section 4.2 hereof, in each case that have been Transferred to or received by the Collateral Agent and not released by the Collateral Agent to such Holders under the provisions of this Agreement; (b) in payments made by Holders pursuant to Section 4.4; (c) in the Collateral Account and all securities, financial assets, Cash and other property credited thereto and all Security Entitlements related thereto; (d) in the Portfolio Interests and the Treasury Portfolio purchased on behalf of the Holders of Income PRIDES by the Collateral Agent upon the occurrence of a Successful Initial Remarketing or a Tax Event Redemption as provided in Article VI, or otherwise; and (e) all Proceeds of the foregoing (all of the foregoing, collectively, the “Collateral”). Prior to or concurrently with the execution and delivery of this Agreement, the Purchase Contract Agent, on behalf of the initial Holders of the Securities, shall cause the Senior Notes comprising a part of the Income PRIDES to be Transferred to the Collateral Agent for the benefit of the Company. Without limiting and in furtherance of the foregoing, on such date, the Purchase Contract Agent on behalf of the Holders, and as their attorney-in-fact, shall Transfer the Senior Note (as defined in the Indenture) indorsed in blank or together with such powers indorsed in blank as the Collateral Agent or the Company may request to the Collateral Agent, which Transfer shall constitute delivery (as defined in Section 8-301 of the Code) of the Senior Notes. On any date on which the Senior Note (or any other security

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certificate (as defined in Section 8-102(a)(16) of the Code) evidencing all or a portion of the Pledged Senior Notes) shall be Transferred to a clearing corporation (as defined in Section 8-102(a)(5) of the Code) (as contemplated in Section 2.3 of the Second Supplemental Indenture) the Purchase Contract Agent on behalf of the Holders, and as their attorney-in-fact, shall Transfer the Senior Notes, or cause the Senior Notes to be Transferred, to the Collateral Account maintained by the Collateral Agent at the Securities Intermediary by book-entry transfer to the Collateral Account in accordance with applicable law including, without limitation, the TRADES Regulations. In the event a Holder of Income PRIDES so elects, such Holder may Transfer Treasury Securities to the Collateral Agent for the benefit of the Company in exchange for the release by the Collateral Agent on behalf of the Company to the Purchase Contract Agent of Senior Notes or Portfolio Interests, as the case may be, with a Stated Amount equal to the aggregate principal amount of the Treasury Securities so Transferred, in the case of the Senior Notes, or in the case of Portfolio Interests, equal to the aggregate principal amount of the Treasury Securities so transferred. In the event a Holder of Growth PRIDES so elects, such Holder may Transfer Senior Notes or Portfolio Interests to the Collateral Agent for the benefit of the Company in exchange for the release by the Collateral Agent on behalf of the Company to the Purchase Contract Agent of Treasury Securities with an aggregate principal amount at maturity equal to the aggregate principal amount of the Senior Notes or such Portfolio Interests, so transferred to the Purchase Contract Agent on behalf of such Holder. Such Treasury Securities and Portfolio Interests, as applicable, shall be Transferred to the Collateral Account maintained by the Collateral Agent at the Securities Intermediary by book-entry transfer to the Collateral Account in accordance with the TRADES Regulations and other applicable law and by the notation by the Securities Intermediary on its books that a Security Entitlement with respect to such Treasury Securities or such Portfolio Interests has been credited to the Collateral Account. For purposes of perfecting the Pledge under applicable law, including, to the extent applicable, the TRADES Regulations or the Uniform Commercial Code as adopted and in effect in any applicable jurisdiction, the Collateral Agent shall be the agent of the Company as provided herein. The pledge provided in this Section 2.1 is herein referred to as the “Pledge” and the Senior Notes, the Treasury Securities and the Portfolio Interests subject to the Pledge, excluding any Senior Notes that are delivered pursuant to Section 6.4 hereof, Treasury Securities or Portfolio Interests released from the Pledge as provided in Sections 4.1 and 4.2 hereof, respectively, are hereinafter referred to as the “Pledged Senior Notes,” “Pledged Treasury Securities” and the “Pledged Portfolio Interests,” respectively. Subject to the Pledge and the provisions of Section 2.2 hereof, the Holders from time to time shall have full beneficial ownership of the Collateral. Whenever directed by the Collateral Agent acting on behalf of the Company, the Securities Intermediary shall have the right to reregister the Senior Notes or any other Securities held in physical form in its name.

Except as may be required in order to release Senior Notes in connection with a Holder’s election to convert its investment from an Income PRIDES to a Growth PRIDES, or except as otherwise required to release Securities as specified herein, neither the Collateral Agent nor the Securities Intermediary shall relinquish physical possession of any security certificate evidencing a Senior Note prior to the termination of this Agreement except Senior Notes may be held in any clearing corporation in an account including only assets of customers of the Collateral Agent or Securities Intermediary. If it becomes necessary for the Securities Intermediary to relinquish physical possession of a security certificate in order to release a portion of the Pledged Senior Notes evidenced thereby from the Pledge, the Securities Intermediary shall use its best efforts to

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obtain physical possession of a replacement security certificate evidencing any Senior Notes remaining subject to the Pledge hereunder registered to it or indorsed in blank within fifteen days of the date it relinquished possession. The Securities Intermediary shall promptly notify the Company and the Collateral Agent of the Securities Intermediary’s failure to obtain possession of any such replacement certificate as required hereby.

Notwithstanding the foregoing, the parties hereto, and the Holders of Securities by reason of their acquisition of the Securities, agree, for United States federal income tax purposes, to treat each Holder of Securities as the owner of that portion of the Collateral which relates to the Securities beneficially owned by such Holder.

Section 2.2 Control and Perfection. (a) In connection with the Pledge granted in Section 2.1, and subject to the other provisions of this Agreement, the Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, hereby authorize and direct the Securities Intermediary (without the necessity of obtaining the further consent of the Purchase Contract Agent or any of the Holders), and the Securities Intermediary agrees, to comply with and follow any instructions and entitlement orders (as defined in Section 8-102(a)(8) of the Code) that the Collateral Agent on behalf of the Company may give in writing with respect to the Collateral Account, the Collateral credited thereto and any Security Entitlements with respect to any thereof. Such instructions and entitlement orders may, without limitation, direct the Securities Intermediary to transfer, redeem, sell, liquidate, assign, deliver or otherwise dispose of the Senior Notes, the Treasury Securities, the Portfolio Interests and any Security Entitlements with respect thereto and to pay and

deliver any income, proceeds or other funds derived therefrom to the Company. The Holders from time to time acting through the Purchase Contract Agent hereby further authorize and direct the Collateral Agent, as Agent of the Company, to itself issue instructions and entitlement orders, and to otherwise take action, with respect to the Collateral Account, the Collateral credited thereto and any Security Entitlements with respect thereto, pursuant to the terms and provisions hereof, all without the necessity of obtaining the further consent of the Purchase Contract Agent or any of the Holders. The Collateral Agent shall be the agent of the Company and shall act as directed in writing by the Company. Without limiting the generality of the foregoing, the Collateral Agent shall issue entitlement orders to the Securities Intermediary when and as directed by the Company.

(b) The Securities Intermediary hereby confirms and agrees that: (i) it is a Person that in the ordinary course of business maintains securities accounts for others and is acting in that capacity, (ii) all securities or other property underlying any financial assets credited to the Collateral Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another Collateral Account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Collateral Account be registered in the name of the Purchase Contract Agent, the Collateral Agent, the Company or any Holder, payable to the order of, or specially indorsed to, the Purchase Contract Agent, the Collateral Agent, the Company or any Holder except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank; (iii) all property delivered to the Securities Intermediary pursuant to this Pledge Agreement (including, without limitation, any Senior Notes, the Portfolio Interests or Treasury Securities) will be promptly credited to the Collateral Account; (iv) the Collateral Account is an account to which financial assets are or may be credited, and the Securities Intermediary shall, subject to the terms

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of this Agreement, treat the Purchase Contract Agent as entitled to exercise the rights of any financial asset credited to the Collateral Account; (v) the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person relating to the Collateral Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the Code) of such other person; and (vi) the Securities Intermediary has not entered into, and until the termination of this Agreement will not enter into, any agreement with the Company, the Collateral Agent or the Purchase Contract Agent purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in this Section 2.2 hereof.

(c) The Securities Intermediary hereby agrees that each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Collateral Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the Code.

(d) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

(e) The Purchase Contract Agent hereby irrevocably constitutes and appoints the Collateral Agent and the Company, with full power of substitution, as the Purchase Contract Agent's attorney-in-fact to take on behalf of, and in the name, place and stead of the Purchase Contract Agent and the Holders, any action necessary or desirable to perfect and to keep perfected the security interest in the Collateral referred to in Section 2.1. The grant of such power-of-attorney shall not be deemed to require of the Collateral Agent any specific duties or obligations not otherwise assumed by the Collateral Agent hereunder.

ARTICLE III Distributions on Pledged Collateral

So long as the Purchase Contract Agent is the owner of the Pledged Senior Notes and is acting in such capacity, it shall receive all payments thereon. If the Pledged Senior Notes are issued in registered form (as defined in Section 8-102(a)(13) of the Code) or thereafter reregistered, such that the Collateral Agent becomes the registered holder, all payments of the Stated Amount, or interest payments on, the Pledged Senior Notes or, if applicable, the Pledged Portfolio Interests, as the case may be, and all payments of the principal of, or cash distributions on, any Pledged Treasury Securities or Pledged Portfolio Interests received by the Collateral Agent that are properly payable hereunder shall be paid by the Collateral Agent by wire transfer in same day funds:

(i) In the case of (A) interest payments with respect to the Pledged Senior Notes or Pledged Portfolio Interests, as the case may be, and (B) any payments of the Stated Amount or, if applicable, the principal amount, with respect to any Senior Notes or Portfolio Interests, as the case may be, that have been released from the Pledge pursuant to Section 4.1 or Section 4.3 hereof, to the Purchase Contract Agent, for the benefit of the relevant Holders of Securities, to

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the account designated by the Purchase Contract Agent for such purpose, no later than 2:00 p.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 12:30 p.m., New York City time, on a Business Day, then such payment shall be made no later than 10:30 a.m., New York City time, on the next succeeding Business Day);

(ii) In the case of any principal payments with respect to any Treasury Securities that have been released from the Pledge pursuant to Section 4.2 or Section 4.3 hereof, to the Purchase Contract Agent for the benefit of the Holders of the Growth PRIDES, to the accounts designated by them in writing for such purpose no later than 2:00 p.m., New York City time, on the Business Day such payment is received by the Collateral Agent (provided that in the event such payment is received by the Collateral Agent on a day that is not a Business Day or after 12:30 p.m., New York City time, on a Business Day, then such payment shall be made no later than 10:30 a.m., New York City time, on the next succeeding Business Day); and

(iii) In the case of payments of the Stated Amount of any Pledged Senior Notes or any Pledged Portfolio Interests, as the case may be, or the principal of any Pledged Treasury Securities, to the Company on the Purchase Contract Settlement Date in accordance with the procedure set forth in Section 4.6(a) or 4.6(b) hereof, in full satisfaction of the respective obligations of the Holders under the related Purchase Contracts and, to the extent such Proceeds exceed the Purchase Price, to the Purchase Contract Agent for the benefit of the Holders.

All payments received by the Purchase Contract Agent as provided herein shall be applied by the Purchase Contract Agent pursuant to the provisions of the Purchase Contract Agreement. If, notwithstanding the foregoing, the Purchase Contract Agent shall receive any payments of the Stated Amount on account of any Senior Note or, if applicable, any Portfolio Interest, that, at the time of such payment, is a Pledged Senior Note or a Holder of a Growth PRIDES shall receive any payments of principal on account of any Treasury Securities that, at the time of such payment, are Pledged Treasury Securities, the Purchase Contract Agent or such Holder shall hold the same as trustee of an express trust for the benefit of the Company (and promptly deliver the same over to the Company) for application to the obligations of the Holders under the related Purchase Contracts, and the Holders shall acquire no right, title or interest in any such payments of Stated Amount or principal so received.

ARTICLE IV
Substitution, Release, Repledge and Settlement of Senior Notes

Section 4.1 Substitution for Senior Notes and the Creation of Growth PRIDES. At any time on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date (or on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date, if a Tax Event Redemption or a Successful Initial Remarketing has

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occurred), a Holder of Income PRIDES shall have the right to substitute Treasury Securities for the Pledged Senior Notes (or, if a Tax Event Redemption or a Successful Initial Remarketing has occurred, the appropriate Portfolio Interests) securing such Holder's obligations under the Purchase Contract(s) comprising a part of its Income PRIDES by (a) Transferring to the Collateral Agent Treasury Securities having a Value equal to the aggregate Stated Amount of the Pledged Senior Notes (or appropriate Portfolio Interests, as the case may be), to be released and (b) delivering the related Income PRIDES to the Purchase Contract Agent, accompanied by a notice, substantially in the form of Exhibit B hereto, to the Purchase Contract Agent stating that such Holder has Transferred Treasury Securities to the Collateral Agent pursuant to clause (a) above (stating the Value of the Treasury Securities Transferred by such Holder) and requesting that the Purchase Contract Agent instruct the Collateral Agent to release from the Pledge the Pledged Senior Notes or the appropriate Portfolio Interests, as the case may be, related to such Income PRIDES. The Purchase Contract Agent shall instruct the Collateral Agent in the form provided in Exhibit A; provided, however, that if a Tax Event Redemption or a Successful Initial Remarketing has occurred and the Portfolio Interests have become a component of the Income PRIDES, Holders of Income PRIDES may make such substitution at any time on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date. Upon receipt of Treasury Securities from a Holder of Income PRIDES and the related instruction from the Purchase Contract Agent, the Collateral Agent shall release the Pledged Senior Notes or the Pledged Portfolio Interests, as the case may be, and shall promptly Transfer such Pledged Senior Notes or the appropriate Portfolio Interests, as the case may be, free and clear of any lien, pledge or security interest created hereby, to the Purchase Contract Agent. All items Transferred and/or substituted by any Holder pursuant to this Section 4.1, Section 4.2 or any other Section of this Agreement shall be Transferred and/or substituted free and clear of all liens, claims and encumbrances.

Section 4.2 Substitution of Treasury Securities and the Creation of Income PRIDES. At any time on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date (or on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date, if a Tax Event Redemption or a Successful Initial Remarketing has occurred), a Holder of Growth PRIDES shall have the right to reestablish Income PRIDES consisting of the Purchase Contracts and Senior Notes by (a) Transferring to the Collateral Agent Senior Notes having a Value equal to the Value of the Pledged Treasury Securities to be released (or the appropriate Portfolio Interests having a Value equal to the Value of the Pledged Treasury Securities to be released) and (b) delivering the related Growth PRIDES to the Purchase Contract Agent, accompanied by a notice, substantially in the form of Exhibit B hereto, to the Purchase Contract Agent stating that such Holder has transferred the relevant amount of Senior Notes (or the appropriate Portfolio Interests, as the case may be) to the Collateral Agent pursuant to clause (a) above and requesting that the Purchase Contract Agent instruct the Collateral Agent to release from the Pledge the Pledged Treasury Securities related to such Growth PRIDES. The Purchase Contract Agent shall instruct the Collateral Agent in the form provided in Exhibit A; provided, however, that if a Tax Event Redemption or a Successful Initial Remarketing has occurred and the Treasury Portfolio has become a component of the Income PRIDES, Holders of Growth PRIDES may make such substitution at any time on or prior to the second Business Day immediately preceding the Purchase Contract Settlement Date. Upon receipt of the Senior Notes or the Portfolio Interests as the case may be, from such Holder and the instruction from the Purchase Contract Agent, the Collateral Agent shall release the Treasury Securities having a

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corresponding aggregate principal amount from the Pledge and shall promptly Transfer such Treasury Securities, free and clear of any lien, pledge or security interest created hereby, to the Purchase Contract Agent.

Section 4.3 Termination Event. Upon receipt by the Collateral Agent of written notice from the Company or the Purchase Contract Agent that there has occurred a Termination Event, the Collateral Agent shall release all Collateral from the Pledge and shall promptly Transfer any Pledged Senior Notes (or Portfolio Interests if a Tax Event Redemption or a Successful Initial Remarketing has occurred) and Pledged Treasury Securities to the Purchase Contract Agent for the benefit of the Holders of the Income PRIDES and the Growth PRIDES, respectively, free and clear of any lien, pledge or security interest or other interest created hereby.

If such Termination Event shall result from the Company's becoming a debtor under any applicable uniform bankruptcy laws, and if the Collateral Agent shall for any reason fail promptly to effectuate the release and Transfer of all Pledged Senior Notes, the Pledged Portfolio Interests or of the Pledged Treasury Securities, as the case may be, as provided by this Section 4.3, the Purchase Contract Agent shall (i) use its best efforts to obtain an opinion of a recognized law firm practicing law in the applicable jurisdiction to the effect that, as a result of the Company's being the debtor in such a bankruptcy case, the Collateral Agent will not be prohibited from releasing or Transferring the Collateral as provided in this Section 4.3, and shall deliver such opinion to the Collateral Agent within ten days after the occurrence of such Termination Event, and if (y) the Purchase Contract Agent shall be unable to obtain such opinion within ten days after the occurrence of such Termination Event or (z) the Collateral Agent shall continue, after delivery of such opinion, to refuse to effectuate the release and Transfer of all Pledged Senior Notes, the Pledged Portfolio Interests or the Pledged Treasury Securities, as the case may be, as provided in this Section 4.3, then the Purchase Contract Agent shall within fifteen days after the occurrence of such Termination Event commence an action or proceeding in the court with jurisdiction of the Company's case under any such applicable bankruptcy laws seeking an order requiring the Collateral Agent to effectuate the release and transfer of all Pledged Senior Notes, the Pledged Portfolio Interests or of the Pledged Treasury Securities, as the case may be, as provided by this Section 4.3 or (ii) commence an action or proceeding like that described in subsection (i)(z) hereof within ten days after the occurrence of such Termination Event.

Section 4.4 Cash Settlement. (a) Upon receipt by the Collateral Agent of (i) a notice from the Purchase Contract Agent promptly after the receipt by the Purchase Contract Agent of such notice that a Holder of an Income PRIDES or Growth PRIDES has elected, in accordance with the procedures specified in Section 5.3(a)(i) or (d)(i) of the Purchase Contract Agreement, respectively, to settle its Purchase Contract with Cash and (ii) payment of the amount required to settle such contract by such Holder on or prior to 11:00 a.m., New York City time, on the Business Day immediately preceding the Purchase Contract Settlement Date in lawful money of the United States by certified or cashiers' check or wire transfer in immediately available funds payable to or upon the order of the Company, then the Collateral Agent shall promptly invest any Cash received from a Holder in connection with a Cash Settlement in Permitted Investments. Upon receipt of the proceeds upon the maturity of the Permitted Investments on the Purchase Contract Settlement Date, the Collateral Agent shall pay the portion of such proceeds and deliver any certified or cashiers' checks received and any funds so wired, in an aggregate amount equal

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to the Purchase Price, to the Company on the Purchase Contract Settlement Date, and shall distribute any funds in respect of the interest earned from the Permitted Investments to the Purchase Contract Agent for payment to the relevant Holder.

(b) If neither a Tax Event Redemption or a Successful Initial Remarketing has occurred, and a Holder of an Income PRIDES fails to notify the Purchase Contract Agent of its intention to make a Cash Settlement in accordance with Section 5.3(a)(i) of the Purchase Contract Agreement, such failure shall constitute an event of default under the Purchase Contract Agreement and hereunder, and the Holder shall be deemed to have consented to the disposition of the Pledged Senior Notes pursuant to the remarketing as described in Section 5.3(b) of the Purchase Contract Agreement, which is incorporated herein by reference. If a Holder of an Income PRIDES does notify the Purchase Contract Agent as provided in Section 5.3(a)(i) of the Purchase Contract Agreement of its intention to pay the Purchase Price in cash, but fails to make such payment as required by Section 5.3(a)(ii) of the Purchase Contract Agreement, such failure will constitute an event of default under the Purchase Contract Agreement and hereunder, and the Senior Notes of such a Holder will not be remarketed but instead the Collateral Agent, for the benefit of the Company, will exercise its rights as a secured party with respect to such Senior Notes at the written direction of the Company to retain or dispose of the Collateral in accordance with applicable law. In addition, in the event of a Failed Final Remarketing as described in Section 5.3(b) of the Purchase Contract Agreement, such Failed Final Remarketing shall constitute an event of default hereunder by such Holder and the Collateral Agent, for the benefit of the Company, will also exercise its rights as a secured party with respect to such Senior Notes at the written direction of the Company to retain or dispose of the Collateral in accordance with applicable law.

(c) If a Holder of a Growth PRIDES (unless a Tax Event Redemption or a Successful Initial Remarketing has occurred) fails to notify the Purchase Contract Agent of such Holder's intention to make a Cash Settlement in accordance with Section 5.3(d)(i) of the Purchase Contract Agreement, or if a Holder of a Growth PRIDES does notify the Purchase Contract Agent as provided in paragraph 5.3(d)(i) of the Purchase Contract Agreement of its intention to pay the Purchase Price in cash, but fails to make such payment as required by paragraph 5.3(d)(ii) of the Purchase Contract Agreement, such failure shall constitute an event of default hereunder by such Holder and upon the maturity of any Pledged Treasury Securities, if any, held by the Collateral Agent on the Business Day immediately preceding the Purchase Contract Settlement Date, the principal amount at maturity of the Pledged Treasury Securities or the Pledged Portfolio Interests, received by the Collateral Agent shall, upon written direction of the Company, be invested promptly in any Permitted Investments. On the Purchase Contract Settlement Date, an amount equal to the Purchase Price will be remitted to the Company as payment thereof. In the event the sum of the proceeds from the related Pledged Treasury Securities and the investment earnings earned from such investments is in excess of the aggregate Purchase Price of the Purchase Contracts being settled thereby, the Collateral Agent will distribute such excess to the Purchase Contract Agent for the benefit of the Holder of the related Growth PRIDES or Income PRIDES when received.

Section 4.5 Early Settlement. Upon written notice to the Collateral Agent by the Purchase Contract Agent that one or more Holders of Securities have elected to effect Early Settlement, Early Settlement upon Cash Merger or Early Settlement upon Significant Corporate

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Action of their respective obligations under the Purchase Contracts forming a part of such Securities in accordance with the terms of the Purchase Contracts and the Purchase Contract Agreement (setting forth the number of such Purchase Contracts as to which such Holders have elected to effect such early settlement), and that the Purchase Contract Agent has received from such Holders, and paid to the Company as confirmed in writing by the Company, the related Early Settlement Amounts pursuant to the terms of the Purchase Contracts and the Purchase Contract Agreement and that all conditions to such Early Settlement, Early Settlement upon Cash Merger or Early Settlement upon Significant Corporate Action, as the case may be, have been satisfied, then the Collateral Agent shall release from the Pledge, (a) Pledged Senior Notes or the Pledged Portfolio Interests, as the case may be, in the case of a Holder of Income PRIDES or (b) Pledged Treasury Securities in the case of a Holder of Growth PRIDES, as the case may be, with a principal amount at maturity equal to the product of (i) the Stated Amount times (ii) the number of such Purchase Contracts as to which such Holders have elected to effect Early Settlement and shall Transfer all such Pledged Senior Notes, the Pledged Portfolio Interests, or Pledged Treasury Securities, as the case may be, free and clear of the Pledge created hereby, to the Purchase Contract Agent for the benefit of the Holders.

Section 4.6 Application of Proceeds Settlement. (a) In the event a Holder of Income PRIDES (unless a Tax Event Redemption or a Successful Initial Remarketing has occurred) has not elected to make an effective Cash Settlement by notifying the Purchase Contract Agent in the manner provided for in paragraph 5.3(a)(i) in the Purchase Contract Agreement or has not made an Early Settlement of the Purchase Contract(s) underlying its Income PRIDES, such Holder shall be deemed to have elected to pay for the Common Stock to be issued under such Purchase Contract(s) from the Proceeds of the related Pledged Senior Notes. The Collateral Agent shall, by 10:00 a.m., New York City time, on the fourth Business Day immediately preceding the Purchase Contract Settlement Date, without any instruction from such Holder of Income PRIDES, present the related Pledged Senior Notes to the Remarketing Agent for remarketing. Upon receiving such Pledged Senior Notes, the Remarketing Agent, pursuant to the terms of the Remarketing Agreement and the Supplemental Remarketing Agreement, will use its reasonable efforts to remarket such Pledged Senior Notes on such date at a price not less than approximately 100.25% of the aggregate Value of such Pledged Senior Notes, plus (i) accrued and unpaid interest, if any, thereon and (ii) the applicable Remarketing Fee. After deducting the Remarketing Fee from any amount of such Proceeds in excess of the aggregate Value, plus such accrued and unpaid interest on the remarketed Pledged Senior Notes, the Remarketing Agent will remit the entire amount of the Proceeds of such remarketing to the Collateral Agent. On the Purchase Contract Settlement Date, the Collateral Agent shall apply that portion of the Proceeds from such remarketing equal to the aggregate Value, plus such accrued and unpaid interest on such Pledged Senior Notes, to satisfy in full the obligations of such Holders of Income PRIDES to pay the Purchase Price to purchase the Common Stock under the related Purchase Contracts. The remaining portion of such Proceeds, if any, shall be distributed by the Collateral Agent to the Purchase Contract Agent for payment to the Holders. If the Remarketing Agent advises the Collateral Agent in writing that it

cannot remarket the related Pledged Senior Notes of such Holders of Income PRIDES at a price not less than 100% of the aggregate Value of such Pledged Senior Notes plus any accrued and unpaid interest, thus resulting in a Failed Final Remarketing and an event of default under the Purchase Contract Agreement and hereunder, the Collateral Agent, for the benefit of the Company will, at the written direction of the Company, retain or dispose of the Pledged Senior Notes in accordance with applicable law and satisfy in full, from

any such disposition or retention, such Holder's obligation to pay the Purchase Price for the Common Stock.

(b) In the event a Holder of Growth PRIDES (if a Tax Event Redemption or a Successful Initial Remarketing has occurred) has not made an Early Settlement of the Purchase Contract(s) underlying its Growth PRIDES, such Holder shall be deemed to have elected to pay for the Common Stock to be issued under such Purchase Contract(s) from the Proceeds of the related Pledged Treasury Securities or the appropriate Portfolio Interests, as the case may be. On the Business Day immediately prior to the Purchase Contract Settlement Date, the Collateral Agent shall invest the Cash proceeds of the maturing Pledged Treasury Securities, or the maturing appropriate Portfolio Interests, as the case may be, in any overnight Permitted Investments. Without receiving any instruction from any such Holder of Growth PRIDES, the Collateral Agent shall apply the Proceeds of the related Pledged Treasury Securities or appropriate Portfolio Interests to the settlement of such Purchase Contracts on the Purchase Contract Settlement Date.

In the event the sum of the Proceeds from the related Pledged Treasury Securities or appropriate Portfolio Interests, as the case may be, and the investment earnings from the investment in overnight Permitted Investments is in excess of the aggregate Purchase Price of the Purchase Contracts being settled thereby, the Collateral Agent shall distribute such excess, when received, to the Purchase Contract Agent for the benefit of the Holder.

(c) Pursuant to the Remarketing Agreement and subject to the terms of the Supplemental Remarketing Agreement, on or prior to the fifth Business Day immediately preceding each proposed Initial Remarketing Date or the Final Remarketing Date, as applicable, but no earlier than the Payment Date immediately preceding such date, holders of Other Senior Notes may elect to have their Other Senior Notes remarketed by delivering their Other Senior Notes, together with a notice of such election, substantially in the form of Exhibit C hereto, to the Custodial Agent. The Custodial Agent will hold such Other Senior Notes in an account separate from the Collateral Account. A holder of Other Senior Notes electing to have its Other Senior Notes remarketed will also have the right to withdraw such election by written notice to the Custodial Agent, substantially in the form of Exhibit D hereto, on or prior to the second Business Day immediately preceding such proposed Initial Remarketing Date or the Final Remarketing Date, as applicable, upon which notice the Custodial Agent will return such Other Senior Notes to such holder. On the Business Day immediately preceding such proposed Initial Remarketing Date or the Final Remarketing Date, as applicable, the Custodial Agent shall notify the Remarketing Agent of the aggregate principal amount of the Other Senior Notes to be remarketed and will deliver to the Remarketing Agent for remarketing all Other Senior Notes delivered to the Custodial Agent pursuant to this Section 4.6(c) and not withdrawn pursuant to the terms hereof prior to such date. The portion of the proceeds from such remarketing equal to the aggregate Value of such Other Senior Notes, plus accrued and unpaid interest, if any, thereon, will automatically be remitted by the Remarketing Agent to the Custodial Agent for the benefit of the holders of such Other Senior Notes. In addition, after deducting the Remarketing Fee from any amount of such proceeds in excess of the aggregate Value of the remarketed Other Senior Notes plus any accrued and unpaid interest thereon, the Remarketing Agent will remit to the Custodial Agent the remaining portion of the proceeds, if any, for the benefit of such holders. If, despite using its reasonable efforts, the Remarketing Agent advises the Custodial Agent in

writing that it cannot remarket the related Other Senior Notes of such holders at a price not less than 100% of the aggregate Value of such Other Senior Notes plus accrued and unpaid interest and thus resulting in a Failed Initial Remarketing or a Failed Final Remarketing, the Remarketing Agent will promptly return such Other Senior Notes to the Custodial Agent for redelivery to such holders.

ARTICLE V Voting Rights — Senior Notes

Section 5.1 Voting Rights – Senior Notes. Provided no default hereunder or under the Purchase Contract exists, the Purchase Contract Agent may exercise, or refrain from exercising, any and all voting and other consensual rights pertaining to the Pledged Senior Notes or any part thereof for any purpose not inconsistent with the terms of this Agreement and in accordance with the terms of the Purchase Contract Agreement; provided, that the Purchase Contract Agent shall not exercise or, as the case may be, shall not refrain from exercising such right if, in the judgment of the Company, such action would impair or otherwise have a material adverse effect on the value of all or any of the Pledged Senior Notes; and provided, further, that the Purchase Contract Agent shall give the Company and the Collateral Agent at least five days' prior written notice of the manner in which it intends to exercise, or its reasons for refraining from exercising, any such right. Upon receipt of any notices and other communications in respect of any Pledged Senior Notes, including notice of any meeting at which holders of Senior Notes are entitled to vote or solicitation of consents, waivers or proxies of holders of Senior Notes, the Collateral Agent shall use reasonable efforts to send promptly to the Purchase Contract Agent such notice or communication, and as soon as reasonably practicable after receipt of a written request therefor from the Purchase Contract Agent, execute and deliver to the Purchase Contract Agent such proxies and other instruments in respect of such Pledged Senior Notes (in form and substance satisfactory to the Collateral Agent) as are prepared by the Purchase Contract Agent with respect to the Pledged Senior Notes.

ARTICLE VI Rights and Remedies

Section 6.1 Rights and Remedies of the Collateral Agent. (a) In addition to the rights and remedies specified in Section 4.4 hereof or otherwise available at law or in equity, after an event of default hereunder, the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (or any successor thereto) as in effect in the State of New York from time to time (the "Code") (whether or not the Code is in effect in the jurisdiction where the rights and remedies are asserted) and the TRADES Regulations and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted. Wherever reference is made in this Agreement to any section of the Code, such reference shall be deemed to include a reference to any provision of the Code which is a successor to, or amendment of, such section. Without limiting the generality of the foregoing, such remedies may include, to the extent permitted by applicable law, (i) retention of the Pledged Senior Notes or other Collateral in full satisfaction of the Holders' obligations under the Purchase Contracts or (ii) sale of the Pledged Senior Notes or other Collateral in one or more public or private sales. Each Holder through the Purchase Contract Agent agrees and

acknowledges that the Collateral is of a type customarily sold in a recognized market and that, accordingly, no notice of intended disposition of the Collateral need be given by the Collateral Agent.

(b) Without limiting any rights or powers otherwise granted by this Agreement to the Collateral Agent, in the event the Collateral Agent is unable to make payments to the Company, on account of Portfolio Interests or on account of principal payments of any Pledged Treasury Securities as provided in Article III hereof in satisfaction of the obligations of the Holder of Growth PRIDES of which such Pledged Treasury Securities or the appropriate Applicable Ownership Interest of the Treasury Portfolio, as applicable, is a part under the related Purchase Contracts, the inability to make such payments shall constitute an event of default hereunder and the Collateral Agent shall have and may exercise, with reference to such Pledged Treasury Securities or such Pledged Portfolio Interests, as applicable, and such obligations of such Holder, any and all of the rights and remedies available to a secured party under the Code and the TRADES Regulations after default by a debtor, and as otherwise granted herein or under any other law.

(c) Without limiting any rights or powers otherwise granted by this Agreement to the Collateral Agent, the Collateral Agent is hereby irrevocably authorized to receive and collect all payments of (i) the Stated Amount of or, interest on, the Pledged Senior Notes, (ii) the principal amount at maturity of the Pledged Treasury Securities or (iii) the Pledged Portfolio Interests, subject, in each case, to the provisions of Article III, and as otherwise granted herein.

(d) The Purchase Contract Agent, individually and as attorney-in-fact for each Holder of Securities, in the event such Holder becomes the Holder of a Growth PRIDES, agrees that, from time to time, upon the written request of the Company, Collateral Agent, the Purchase Contract Agent or such Holder shall execute and deliver such further documents and do such other acts and things as the Collateral Agent may reasonably request in order to maintain the Pledge, and the perfection and priority thereof, and to confirm the rights of the Collateral Agent hereunder. The Purchase Contract Agent shall have no liability to any Holder for executing any documents or taking any such acts requested by the Collateral Agent hereunder, except for liability for its own negligent act, its own negligent failure to act, its bad faith or its own willful misconduct.

Section 6.2 Tax Event Redemption. Upon the occurrence of a Tax Event Redemption prior to the Purchase Contract Settlement Date, the aggregate Redemption Price payable on the Tax Event Redemption Date with respect to the Pledged Senior Notes shall be delivered to the Collateral Agent by the Trustee on or prior to 12:00 p.m., New York City time, by check or wire transfer in immediately available funds to the Collateral Agent or such other account as may be designated in writing by the Collateral Agent in exchange for the Pledged Senior Notes. In the event the Collateral Agent receives such Redemption Price, the Collateral Agent will, at the written direction of the Company, apply an amount, out of such Redemption Price, equal to the aggregate Redemption Amount with respect to the Pledged Senior Notes to purchase from the Quotation Agent the Treasury Portfolio and promptly remit the remaining portion of such Redemption Price to the Purchase Contract Agent for payment to the Holders of Income PRIDES. The Collateral Agent shall Transfer (or cause to be transferred) Portfolio Interests

representing 100% of the entire Treasury Portfolio or to the Collateral Account pursuant to the Pledge hereunder, in substitution for the Pledged Senior Notes. Thereafter, the Collateral Agent shall have such security interests, rights and obligations with respect to the Portfolio Interests as it had in respect of the Pledged Senior Notes as provided herein, and any reference herein to the Senior Notes shall be deemed to be reference to such Portfolio Interests, and any reference herein to interest on the Senior Notes shall be deemed to be a reference to distributions on such Portfolio Interests. During any period greater than one Business Day between the receipt of the Redemption Price in Cash upon the Tax Event Redemption and the payment of all or a portion thereof to the Quotation Agent for the purchase of the Treasury Portfolio, as provided above, the Collateral Agent shall promptly invest any such Cash in Permitted Investments. Upon receipt of the Proceeds upon the maturity of such Permitted Investments on the date of the purchase of the Treasury Portfolio as described above, the Collateral Agent shall (i) pay such proceeds (and deliver any certified or cashiers' checks received and any funds so wired) in an amount equal to the purchase price of the Treasury Portfolio to the Quotation Agent and (ii) distribute any funds in respect of the interest earned from the Permitted Investments to the Purchase Contract Agent for payment to the relevant Holders.

Section 6.3 Initial Remarketing. The Collateral Agent shall, by 10:00 a.m., New York City time, on the fourth Business Day immediately preceding any proposed Remarketing Date, without any instruction from any Holder of Income PRIDES, present the related Pledged Senior Notes to the Remarketing Agent for remarketing pursuant to the Remarketing Agreement. Upon receiving such Pledged Senior Notes, the Remarketing Agent, pursuant to the terms of the Remarketing Agreement, will use its reasonable efforts to remarket such Pledged Senior Notes. If such remarketing is successful, after deducting the Remarketing Fee from any amount of such Proceeds in excess of the aggregate Value, plus such accrued and unpaid interest on the remarketed Pledged Senior Notes, the Remarketing Agent will remit the entire amount of the Proceeds of such remarketing to the Collateral Agent on or prior to 12:00 p.m., New York City time on the Remarketing Date, by check or wire transfer in immediately available funds to the Collateral Account or such other account and at such account as may be designated by the Collateral Agent in exchange for the Pledged Senior Notes. In the event the Collateral Agent receives such Proceeds, the Collateral Agent will, at the written direction of the Company, apply an amount equal to the Treasury Portfolio Purchase Price to purchase from the Quotation Agent the Portfolio Interests and promptly remit the remaining portion of such Proceeds, if any, to the Purchase Contract Agent for payment to the Holders of Income PRIDES. The Collateral Agent shall Transfer the Portfolio Interests to the Collateral Account to secure the obligation of all Holders of Income PRIDES to purchase Common Stock of the Company under the Purchase Contracts constituting a part of such Income PRIDES, in substitution for the Pledged Senior Notes. Thereafter the Collateral Agent shall have such security interests, rights and obligations with respect to the Portfolio Interests as it had in respect of the Pledged Senior Notes as provided herein, and any reference herein to the Senior Notes shall be deemed to be reference to such Portfolio Interests, and any reference herein to interest on the Senior Notes shall be deemed to be a reference to distributions on such Portfolio Interests. During any period greater than one Business Day between the receipt of such Proceeds from a Initial Remarketing and the payment of all or a portion thereof to the Quotation Agent for the purchase of the Treasury Portfolio, as provided above, the Collateral Agent (i) shall promptly invest any such Cash in Permitted Investments. Upon receipt of the proceeds upon the maturity of such Permitted Investments on the date of the purchase of the Treasury Portfolio as described above, the Collateral Agent shall

pay such proceeds (and deliver any certified or cashiers' checks received and any funds so wired) in an amount equal to the purchase price of the Treasury Portfolio to the Quotation Agent and (ii) shall distribute any funds in respect of the interest earned from the Permitted Investments to the Purchase Contract Agent for payment to the relevant Holders.

Section 6.4 Substitutions. Whenever a Holder has the right to substitute Treasury Securities or Senior Notes (or Portfolio Interests), as the case may be, for Collateral held by the Collateral Agent, such substitution shall not constitute a novation of the security interest created hereby.

ARTICLE VII Representations and Warranties; Covenants

Section 7.1 Representations and Warranties. The Holders from time to time, acting through the Purchase Contract Agent as their attorney-in-fact (it being understood that the Purchase Contract Agent shall not be liable for any representation or warranty made by or on behalf of a Holder), hereby represent and warrant to the Collateral Agent, which representations and warranties shall be deemed repeated on each day a Holder Transfers Collateral that:

(a) such Holder has the power to grant a security interest in and lien on the Collateral;

(b) such Holder is the sole beneficial owner of the Collateral and, in the case of Collateral delivered in physical form, is the sole holder of such Collateral and is the sole beneficial owner of, or has the right to Transfer, the Collateral it Transfers to the Collateral Agent, free and clear of any security interest, lien, encumbrance, call, liability to pay money or other restriction other than the security interest and lien granted under Section 2.1 hereof;

(c) upon the Transfer of the Collateral to the Collateral Account, the Collateral Agent, for the benefit of the Company, will have a valid and perfected first priority security interest therein (assuming that any central clearing operation or any Intermediary or other entity not within the control of the Holder involved in the Transfer of the Collateral, including the Collateral Agent, gives the notices and takes the action required of it hereunder and under applicable law for perfection of that interest and assuming the establishment and exercise of control pursuant to Section 2.2 hereof); and

(d) the execution and performance by the Holder of its obligations under this Agreement will not result in the creation of any security interest, lien or other encumbrance on the Collateral other than the security interest and lien granted under Section 2.1 hereof or violate any provision of any existing law or regulation applicable to it or of any mortgage, charge, pledge, indenture, contract or undertaking to which it is a party or which is binding on it or any of its assets.

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Section 7.2 Covenants. The Holders from time to time, acting through the Purchase Contract Agent as their attorney-in-fact (it being understood that the Purchase Contract Agent shall not be liable for any covenant made by or on behalf of a Holder), hereby covenant to the Collateral Agent that for so long as the Collateral remains subject to the Pledge:

(a) neither the Purchase Contract Agent nor such Holders will create or purport to create or allow to subsist any mortgage, charge, lien, pledge or any other security interest whatsoever over the Collateral or any part of it other than pursuant to this Agreement;

(b) neither the Purchase Contract Agent nor such Holders will sell or otherwise dispose (or attempt to dispose) of the Collateral or any part of it except for the beneficial interest therein, subject to the pledge hereunder, transferred in connection with the Transfer of the Securities; and

(c) if any Collateral is delivered to any Holder or to the Purchase Contract Agent, such Holder or the Purchase Contract Agent will deliver the sum to the Collateral Agent, properly indorsed when required, and in the form received.

ARTICLE VIII The Collateral Agent

Section 8.1 Appointment, Powers and Immunities. The Collateral Agent shall act as Agent for the Company hereunder with such powers as are specifically vested in the Collateral Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. Each of the Collateral Agent, the Custodial Agent and the Securities Intermediary: (a) shall have no duties or responsibilities except those expressly set forth in this Agreement and no implied covenants or obligations shall be inferred from this Agreement against any of them, nor shall any of them be bound by the provisions of any agreement by any party hereto beyond the specific terms hereof; (b) shall not be responsible for any recitals contained in this Agreement, or in any certificate or other document referred to or provided for in, or received by it under, this Agreement, the Income PRIDES, Growth PRIDES or the Purchase Contract Agreement, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement (other than as against the Collateral Agent), the Securities or the Purchase Contract Agreement or any other document referred to or provided for herein or therein or for any failure by the Company or any other Person (except the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be) to perform any of its obligations hereunder or thereunder or for the perfection, priority or, except as expressly required hereby, maintenance of any security interest created hereunder; (c) shall not be required to initiate or conduct any litigation or collection proceedings hereunder (except in the case of the Collateral Agent, pursuant to directions furnished under Section 8.2 hereof, subject to Section 8.6 hereof); (d) shall not be responsible for any action taken or omitted to be taken by it hereunder or under any other document or instrument referred to or provided for herein or in connection herewith or therewith, except for its own negligence, bad faith or willful misconduct; and (e) shall not be required to advise any party as to selling or retaining, or taking or refraining from taking any action with respect to, the Securities or other property deposited hereunder. Subject to the foregoing, during the term of this Agreement, the Collateral Agent shall take all

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reasonable action in connection with the safekeeping and preservation of the Collateral hereunder.

No provision of this Agreement shall require the Collateral Agent, the Custodial Agent or the Securities Intermediary to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder. In no event shall the Collateral Agent, the Custodial Agent or the Securities Intermediary be liable for any amount in excess of the Value of the Collateral. Notwithstanding the foregoing, the Collateral Agent, the Custodial Agent, the Purchase Contract Agent and Securities Intermediary, each in its individual capacity, hereby waive any right of setoff, bankers lien, liens or perfection rights as securities intermediary or any counterclaim with respect to any of the Collateral.

Section 8.2 Instructions of the Company. The Company shall have the right, by one or more instruments in writing executed and delivered to the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, to direct the time, method and place of conducting any proceeding for the realization of any right or remedy available to the Collateral Agent, or of exercising any power conferred on the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, or to direct the taking or refraining from taking of any action authorized by this Agreement; provided, however, that (i) such direction shall not conflict with the provisions of any law or of this Agreement and (ii) the Collateral Agent, the Custodial Agent and the Securities Intermediary shall be adequately indemnified as provided herein. Nothing in this Section 8.2 shall impair the right of the Collateral Agent in its discretion to take any action or omit to take any action which it deems proper and which is not inconsistent with such direction.

Section 8.3 Reliance by Collateral Agent. Each of the Securities Intermediary, the Custodial Agent and the Collateral Agent shall be entitled conclusively to rely upon any certification, order, judgment, opinion, notice or other communication (including, without limitation, any thereof by telephone or facsimile) believed by it in good faith to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons (without being required to determine the correctness of any fact stated therein), and upon advice and statements of legal counsel and other experts selected by the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be. As to any matters not expressly provided for by this Agreement, the Collateral Agent, the Custodial Agent and the Securities Intermediary shall in all cases be fully protected in acting, or in refraining from acting, hereunder in accordance with instructions given by the Company in accordance with this Agreement.

Section 8.4 Rights in Other Capacities. The Collateral Agent, the Custodial Agent and the Securities Intermediary and their affiliates may (without having to account therefor to the Company) accept deposits from, lend money to, make their investments in and generally engage in any kind of banking, trust or other business with the Purchase Contract Agent, any Holder of Income PRIDES or Growth PRIDES and any holder of Other Senior Notes (and any of their respective subsidiaries or affiliates) as if it were not acting as the Collateral Agent, the Custodial Agent or the Securities Intermediary, as the case may be, and the Collateral Agent, the Custodial Agent and the Securities Intermediary and their affiliates may accept fees and other consideration from the Purchase Contract Agent, any Holder of Income PRIDES or Growth PRIDES or any holder of Other Senior Notes without having to account for the same to the

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Company; provided that each of the Securities Intermediary, the Custodial Agent and the Collateral Agent covenants and agrees with the Company that it shall not accept, receive or permit there to be created in favor of itself and shall take no affirmative action to permit there to be created in favor of any other Person, any security interest, lien or other encumbrance of any kind in or upon the Collateral and the Collateral shall not be commingled with any other assets of any such Person.

Section 8.5 Non-Reliance on Collateral Agent. None of the Securities Intermediary, the Custodial Agent or the Collateral Agent shall be required to keep itself informed as to the performance or observance by the Purchase Contract Agent or any Holder of Securities of this Agreement, the Purchase Contract Agreement, the Income PRIDES or Growth PRIDES or any other document referred to or provided for herein or therein or to inspect the properties or books of the Purchase Contract Agent or any Holder of Income PRIDES or Growth PRIDES. The Collateral Agent, the Custodial Agent and the Securities Intermediary shall not have any duty or responsibility to provide the Company or the Remarketing Agent with any credit or other information concerning the affairs, financial condition or business of the Purchase Contract Agent, any Holder of Income PRIDES or Growth PRIDES or any holder of Other Senior Notes (or any of their respective subsidiaries or affiliates) that may come into the possession of the Collateral Agent, the Custodial Agent or the Securities Intermediary or any of their respective affiliates.

Section 8.6 Compensation and Indemnity. The Company agrees: (i) to pay each of the Collateral Agent and the Custodial Agent from time to time such compensation as shall be agreed in writing between the Company and the Collateral Agent or the Custodial Agent, as the case may be, for all services rendered by each of them hereunder and (ii) to indemnify the Collateral Agent, the Custodial Agent and the Securities Intermediary for, and to hold each of them harmless from and against, any loss, liability or reasonable out-of-pocket expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of its powers and duties under this Agreement, including the reasonable out-of-pocket costs and expenses (including reasonable fees and expenses of counsel) of defending itself against any claim or liability in connection with the exercise or performance of such powers and duties. The Collateral Agent, the Custodial Agent and the Securities Intermediary shall each promptly notify the Company of any third party claim which may give rise to the indemnity hereunder and give the Company the opportunity to participate in the defense of such claim with counsel reasonably satisfactory to the indemnified party, and no such claim shall be settled without the written consent of the Company, which consent shall not be unreasonably withheld.

Section 8.7 Failure to Act. In the event of any ambiguity in the provisions of this Agreement or any dispute between or conflicting claims by or among the parties hereto or any other Person with respect to any funds or property deposited hereunder, the Collateral Agent and the Custodial Agent shall be entitled, after prompt notice to the Company and the Purchase Contract Agent, at its sole option, to refuse to comply with any and all claims, demands or instructions with respect to such property or funds so long as such dispute or conflict shall continue, and neither the Collateral Agent nor the Custodial Agent shall be or become liable in any way to any of the parties hereto for its failure or refusal to comply with such conflicting claims, demands or instructions. The Collateral Agent and the Custodial Agent shall be entitled

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to refuse to act until either (i) such conflicting or adverse claims or demands shall have been finally determined by a court of competent jurisdiction or settled by agreement between the conflicting parties as evidenced in a writing, satisfactory to the Collateral Agent or the Custodial Agent, as the case may be, or (ii) the Collateral Agent or the Custodial Agent, as the case may be, shall have received security or an indemnity reasonably satisfactory to the Collateral Agent or the Custodial Agent, as the case may be, sufficient to save the Collateral Agent or the Custodial Agent, as the case may be, harmless from and against any and all loss, liability or reasonable out-of-pocket expense which the Collateral Agent or the Custodial Agent, as the case may be, may incur by reason of its acting without bad faith, willful misconduct or gross negligence. The Collateral Agent or the Custodial Agent may in addition elect to commence an

interpleader action or seek other judicial relief or orders as the Collateral Agent or the Custodial Agent, as the case may be, may deem necessary. Notwithstanding anything contained herein to the contrary, neither the Collateral Agent nor the Custodial Agent shall be required to take any action that is in its opinion contrary to law or to the terms of this Agreement, or which would in its opinion subject it or any of its officers, employees or directors to liability.

Section 8.8 Resignation of Collateral Agent. Subject to the appointment and acceptance of a successor Collateral Agent or Custodial Agent as provided below, (a) the Collateral Agent and the Custodial Agent may resign at any time by giving not less than 20 days prior notice thereof to the Company and the Purchase Contract Agent as attorney-in-fact for the Holders of Income PRIDES or Growth PRIDES, (b) the Collateral Agent and the Custodial Agent may be removed at any time by the Company and (c) if the Collateral Agent or the Custodial Agent fails to perform any of its material obligations hereunder in any material respect for a period of not less than 20 days after receiving written notice of such failure by the Purchase Contract Agent and such failure shall be continuing, the Collateral Agent or the Custodial Agent may be removed by the Purchase Contract Agent. The Purchase Contract Agent shall promptly notify the Company of any removal of the Collateral Agent pursuant to clause (c) of the immediately preceding sentence. Upon any such resignation or removal, the Company shall have the right to appoint a successor Collateral Agent or Custodial Agent, as the case may be. If no successor Collateral Agent or Custodial Agent, as the case may be, shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Collateral Agent's or Custodial Agent's giving of notice of resignation or such removal, then the retiring Collateral Agent or Custodial Agent, as the case may be, may, at the expense of the Company, petition any court of competent jurisdiction for the appointment of a successor Collateral Agent or Custodial Agent, as the case may be. Each of the Collateral Agent and the Custodial Agent shall be a bank which has an office in New York, New York with a combined capital and surplus of at least \$75,000,000. Upon the acceptance of any appointment as Collateral Agent or Custodial Agent, as the case may be, hereunder by a successor Collateral Agent or Custodial Agent, as the case may be, such successor shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent or Custodial Agent, as the case may be, and the retiring Collateral Agent or Custodial Agent, as the case may be, shall take all appropriate action to transfer any money and property held by it hereunder (including the Collateral) to such successor. The retiring Collateral Agent or Custodial Agent shall, upon such succession, be discharged from its duties and obligations as Collateral Agent or Custodial Agent hereunder. After any retiring Collateral Agent's or Custodial Agent's resignation hereunder as Collateral Agent or Custodial Agent, the provisions of this Section 8.8 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the

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Collateral Agent or Custodial Agent. Any resignation or removal of the Collateral Agent hereunder shall be deemed for all purposes of this Agreement as the simultaneous resignation or removal of the Custodial Agent and the Securities Intermediary.

Section 8.9 Right to Appoint Agent or Advisor. The Collateral Agent shall have the right to appoint agents or advisors in connection with any of its duties hereunder, and the Collateral Agent shall not be liable for any action taken or omitted by, or in reliance upon the advice of, such agents or advisors selected in good faith. The appointment of agents pursuant to this Section 8.9 shall be subject to prior consent of the Company, which consent shall not be unreasonably withheld.

Section 8.10 Survival. The provisions of this Article VIII shall survive termination of this Agreement and the resignation or removal of the Collateral Agent or the Custodial Agent.

Section 8.11 Exculpation. Anything in this Agreement to the contrary notwithstanding, in no event shall any of the Collateral Agent, the Custodial Agent or the Securities Intermediary or their officers, employees or agents be liable under this Agreement to any third party for indirect, special, punitive, or consequential loss or damage of any kind whatsoever, including lost profits, whether or not the likelihood of such loss or damage was known to the Collateral Agent, the Custodial Agent or the Securities Intermediary, or any of them, incurred without any act or deed that is found to be attributable to gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, the Custodial Agent or the Securities Intermediary.

ARTICLE IX Amendment

Section 9.1 Amendment Without Consent of Holders. Without the consent of any Holders or the holders of any Other Senior Notes, the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, at any time and from time to time, may amend this Agreement, in form satisfactory to the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, for any of the following purposes:

- (1) to evidence the succession of another Person to the Company, and the assumption by any such successor of the covenants of the Company; or
- (2) to add to the covenants of the Company for the benefit of the Holders, or to surrender any right or power herein conferred upon the Company so long as such covenants or such surrender do not adversely affect the validity, perfection or priority of the security interests granted or created hereunder; or
- (3) to evidence and provide for the acceptance of appointment hereunder by a successor Collateral Agent, Securities Intermediary or Purchase Contract Agent; or
- (4) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other such provisions herein, or to make any other provisions with respect to such matters or questions arising under

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this Agreement, provided such action shall not adversely affect the interests of the Holders.

Section 9.2 Amendment with Consent of Holders. With the consent of the Holders of not less than a majority of the Purchase Contracts at the time outstanding, by Act of said Holders delivered to the Company, the Purchase Contract Agent or the Collateral Agent, as the case may be, the Company, when duly authorized, the Company, the Purchase Contract Agent, the Collateral Agent, the Custodial Agent and the Securities Intermediary may amend this Agreement for the purpose of modifying in any manner the provisions of this Agreement or the rights of the Holders in respect of the Income PRIDES and

Growth PRIDES; provided, however, that no such supplemental agreement shall, without the consent of the Holder of each Outstanding Income PRIDES and Growth PRIDES adversely affected thereby,

- (1) change the amount or type of Collateral underlying an Income PRIDES or Growth PRIDES (except for the rights of holders of Income PRIDES to substitute the Treasury Securities for the Pledged Senior Notes (or Pledged Portfolio Interests), or the rights of Holders of Growth PRIDES to substitute Senior Notes (or Portfolio Interests) for the Pledged Treasury Securities), impair the right of the Holder of any Income PRIDES or Growth PRIDES to receive distributions on the underlying Collateral or otherwise adversely affect the Holder's rights in or to such Collateral; or
- (2) otherwise effect any action that would require the consent of the Holder of each Outstanding Income PRIDES or Growth PRIDES affected thereby pursuant to the Purchase Contract Agreement if such action were effected by an agreement supplemental thereto; or
- (3) reduce the percentage of Purchase Contracts the consent of whose Holders is required for any such amendment.

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

Section 9.3 Execution of Amendments. In executing any amendment permitted by this Section, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent shall be entitled to receive and (subject to Section 6.1 hereof, with respect to the Collateral Agent, and Section 7.1 of the Purchase Contract Agreement, with respect to the Purchase Contract Agent) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent, if any, to the execution and delivery of such amendment have been satisfied.

Section 9.4 Effect of Amendments. Upon the execution of any amendment under this Article IX, this Agreement shall be modified in accordance therewith, and such amendment shall form a part of this Agreement for all purposes; and every Holder of Certificates theretofore or

thereafter authenticated, executed on behalf of the Holders and delivered under the Purchase Contract Agreement shall be bound thereby.

Section 9.5 Reference to Amendments. Security Certificates authenticated, executed on behalf of the Holders and delivered after the execution of any amendment pursuant to this Section may, and shall if required by the Collateral Agent or the Purchase Contract Agent, bear a notation in form approved by the Purchase Contract Agent and the Collateral Agent as to any matter provided for in such amendment. If the Company shall so determine, new Security Certificates so modified as to conform, in the opinion of the Collateral Agent, the Purchase Contract Agent and the Company, to any such amendment may be prepared and executed by the Company and authenticated, executed on behalf of the Holders and delivered by the Purchase Contract Agent in accordance with the Purchase Contract Agreement in exchange for Outstanding Security Certificates.

ARTICLE X Miscellaneous

Section 10.1 No Waiver. No failure on the part of any party hereto or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any party hereto or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

Section 10.2 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Without limiting the foregoing, the above choice of law is expressly agreed to by the Securities Intermediary, the Collateral Agent and the Holders from time to time acting through the Purchase Contract Agent, as their attorney-in-fact, in connection with the establishment and maintenance of the Collateral Account.

Section 10.3 Notices. All notices, requests, consents and other communications provided for herein (including, without limitation, any modifications of, or waivers or consents under, this Agreement) shall be given or made in writing (including, without limitation, by telecopy) delivered to the intended recipient at the "Address for Notices" specified below its name on the signature pages hereof or, as to any party, at such other address as shall be designated by such party in a notice to the other parties. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as aforesaid.

Section 10.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Company, the Collateral Agent, the Custodial Agent, the Securities Intermediary and the Purchase Contract Agent, and the Holders from time to time of the Income PRIDES and Growth PRIDES, by their acceptance of the same, shall be deemed to have agreed to be bound by the provisions hereof and to have ratified the agreements of, and the grant of the Pledge hereunder by, the Purchase Contract Agent.

Section 10.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 10.6 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 10.7 Expenses, Etc. The Company agrees to reimburse the Collateral Agent and the Custodial Agent for: (a) all reasonable out-of-pocket costs and expenses of the Collateral Agent and the Custodial Agent (including, without limitation, the reasonable fees and expenses of counsel to the Collateral Agent and the Custodial Agent), in connection with (i) the negotiation, preparation, execution and delivery or performance of this Agreement and (ii) any modification, supplement or waiver of any of the terms of this Agreement; (b) all reasonable costs and expenses of the Collateral Agent (including, without limitation, reasonable fees and expenses of counsel) in connection with (i) any enforcement or proceedings resulting or incurred in connection with causing any Holder of Securities to satisfy its obligations under the Purchase Contracts forming a part of the Securities and (ii) the enforcement of this Section 10.7; and (c) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or any other document referred to herein and all costs, expenses, taxes, assessments and other charges incurred in connection with any filing, registration, recording or perfection of any security interest contemplated hereby.

Section 10.8 Security Interest Absolute. All rights of the Collateral Agent and security interests hereunder, and all obligations of the Holders from time to time hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any provision of the Purchase Contracts or the Securities or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or any other term of, or any increase in the amount of, all or any of the obligations of Holders of Securities under the related Purchase Contracts, or any other amendment or waiver of any term of, or any consent to any departure from any requirement of, the Purchase Contract Agreement or any Purchase Contract or any other agreement or instrument relating thereto; or

(c) any other circumstance which might otherwise constitute a defense available to, or discharge of, a borrower, a guarantor or a pledgor.

Section 10.9 Consent to Jurisdiction; Miscellaneous. Each of the parties hereto hereby expressly and irrevocably submits to the non-exclusive jurisdiction of any competent court in the place of its domicile and any United States Federal or New York State court sitting in the Borough of Manhattan in The City of New York in any action, suit or proceeding arising out of

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or relating to this Agreement or the transactions contemplated hereby to the extent that such court has subject matter jurisdiction over the controversy, and expressly and irrevocably waives, to the extent permitted under applicable law, any immunity from the jurisdiction thereof and any claim or defense in such action, suit or proceeding based on a claim of improper venue, forum non conveniens or any similar basis to which it might otherwise be entitled in any such action, suit or proceeding.

Section 10.10 Waiver of Immunities. To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to them, any right of immunity, on the grounds of sovereignty, from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, or from attachment in aid of execution of judgment, or from execution of judgment, other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to their obligations, liabilities or any other matter under or arising out of or in connection with this Agreement or any additional agreement, the Company hereby irrevocably and unconditionally, to the extent permitted by applicable law, waives and agrees not to plead or claim any such immunity and consents to such relief and enforcement.

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

AFFILIATED MANAGERS GROUP, INC.

By: /s/ Darrell W. Crate

Name: Darrell W. Crate

Title: Executive Vice President and
Chief Financial Officer

Address for Notices:

Affiliated Managers Group, Inc.
600 Hale Street
Prides Crossing, MA 01965
Attention: Chief Financial Officer

The Bank of New York, not individually but solely as Purchase Contract Agent, Collateral Agent, Custodial Agent, Securities Intermediary and as attorney-in-fact of the Holders from time to time of the Income PRIDES and Growth PRIDES

By: /s/ Kisha A. Holder
Name: Kisha A. Holder
Title: Assistant Vice President

Address for Notices:

The Bank of New York
101 Barclay Street, Floor 8W
New York, NY 10286
Attention: Corporate Trust Administration
Fax: (212) 815-5707

EXHIBIT A

INSTRUCTION FROM PURCHASE CONTRACT AGENT TO COLLATERAL AGENT

The Bank of New York
101 Barclay Street, Floor 8W
New York, NY 10286
Attention: Corporate Trust Administration

Re: PRIDES of Affiliated Managers Group, Inc. (the "Company")

We hereby notify you in accordance with Section [4.1] [4.2] of the Pledge Agreement, dated as of February 12, 2004 (the "Pledge Agreement") among the Company, yourselves, as Collateral Agent, Custodial Agent and Securities Intermediary and ourselves, as Purchase Contract Agent and as attorney-in-fact for the holders of [Income PRIDES] [Growth PRIDES] from time to time, that the holder of the Securities listed below (the "Holder") has elected to substitute [\$ aggregate principal amount at maturity of Treasury Securities] [\$ Stated Amount of Senior Notes or Portfolio Interests in exchange for an equal Value of [Pledged Senior Notes or Portfolio Interests, as the case may be] [Pledged Treasury Securities] held by you in accordance with the Pledge Agreement and has delivered to us a notice stating that the Holder has Transferred [Treasury Securities] [Senior Notes or Portfolio Interests] to you, as Collateral Agent. We hereby instruct you, upon receipt of such [Pledged Treasury Securities] [Pledged Senior Notes or Portfolio Interests], to release the [Senior Notes or Portfolio Interests] [Treasury Securities] related to such [Income PRIDES] [Growth PRIDES] to us in accordance with the Holder's instructions. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

By: _____

Name:

Title:

Signature Guarantee:

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Please print name and address of Registered Holder electing to substitute [Treasury Securities] [Senior Notes or Portfolio Interests] for the [Pledged Senior Notes or Portfolio Interests] [Pledged Treasury Securities]:

Name

Social Security or other Taxpayer Identification
Number, if any

Address

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EXHIBIT B

INSTRUCTION TO PURCHASE CONTRACT AGENT

The Bank of New York
101 Barclay Street, Floor 8W
New York, NY 10286
Attention: Corporate Trust Administration

Re: PRIDES of Affiliated Managers Group, Inc. (the "Company")

The undersigned Holder hereby notifies you that it has delivered to The Bank of New York, as Collateral Agent, [\$ _____ aggregate principal amount at maturity of Treasury Securities] [\$ _____ aggregate Stated Amount of Senior Notes in exchange for an equal Value of [Pledged Senior Notes or Portfolio Interests] [Pledged Treasury Securities] held by the Collateral Agent, in accordance with Section 4.1 of the Pledge Agreement, dated February 12, 2004 (the "Pledge Agreement"), between you, as Purchase Contract Agent and Collateral Agent, and the Company. The undersigned Holder hereby instructs you as Purchase Contract Agent to instruct the Collateral Agent to release to you on behalf of the undersigned Holder the [Pledged Senior Notes or Portfolio Interests] [Pledged Treasury Securities] related to such [Income PRIDES] [Growth PRIDES]. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

Signature Guarantee: _____

Please print name and address of Registered Holder:

_____ Name

_____ Social Security or other Taxpayer Identification Number, if any

_____ Address

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EXHIBIT C

INSTRUCTION TO CUSTODIAL AGENT REGARDING REMARKETING

The Bank of New York
101 Barclay Street, Floor 8W
New York, NY 10286
Attention: Corporate Trust Administration

Re: Senior Notes of Affiliated Managers Group, Inc. (the "Company")

The undersigned hereby notifies you in accordance with Section 4.6(c) of the Pledge Agreement, dated as of February 12, 2004 (the "Pledge Agreement"), among the Company, yourselves, as Collateral Agent, Securities Intermediary and Custodial Agent, and yourselves, as Purchase Contract Agent and as attorney-in-fact for the Holders of Income PRIDES and Growth PRIDES from time to time, that the undersigned elects to deliver \$ _____ aggregate Stated Amount of Senior Notes for delivery to the Remarketing Agent on the Business Day immediately preceding the Remarketing Date for remarketing pursuant to Section 4.6(c) of the Pledge Agreement. The undersigned will, upon request of the Remarketing Agent, execute and deliver any additional documents deemed by the Remarketing Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Senior Notes tendered hereby.

The undersigned hereby instructs you, upon receipt of the Proceeds of such remarketing from the Remarketing Agent to deliver such Proceeds to the undersigned in accordance with the instructions indicated herein under "A. Payment Instructions." The undersigned hereby instructs you, in the event of a Failed [Initial] [Final] Remarketing, upon receipt of the Senior Notes tendered herewith from the Remarketing Agent, to be delivered to the person(s) and the address(es) indicated herein under "B. Delivery Instructions."

With this notice, the undersigned hereby (i) represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Senior Notes tendered hereby and that the undersigned is the record owner of any Senior Notes tendered herewith in physical form and (ii) agrees to be bound by the terms and conditions of Section 4.6(c) of the Pledge Agreement. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

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Date: _____

By: _____
Name: _____
Title: _____

Signature Guarantee: _____

Please print name and address:

Name

Social Security or other Taxpayer Identification
Number, if any

Address

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A. PAYMENT INSTRUCTIONS

Proceeds of the successful remarketing should be paid by check in the name of the person(s) set forth below and mailed to the address set forth below.

Name(s) _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

(Tax Identification or Social Security Number)

B. DELIVERY INSTRUCTIONS

In the event of a failed remarketing, Senior Notes which are in physical form should be delivered to the person(s) set forth below and mailed to the address set forth below.

Name(s) _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

(Tax Identification or Social Security Number)

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EXHIBIT D

**INSTRUCTION TO CUSTODIAL AGENT REGARDING
WITHDRAWAL FROM REMARKETING**

The Bank of New York
101 Barclay Street, Floor 8W
New York, NY 10286
Attention: Corporate Trust Administration

Re: Senior Notes of Affiliated Managers Group, Inc. (the "Company")

The undersigned hereby notifies you in accordance with Section 4.6(c) of the Pledge Agreement, dated as of February 12, 2004 (the "Pledge Agreement") among the Company, yourselves, as Collateral Agent, Securities Intermediary and Custodial Agent and yourselves, as Purchase Contract Agent and as attorney-in-fact for the Holders of Income PRIDES and Growth PRIDES from time to time, that the undersigned elects to withdraw the \$ _____ aggregate principal amount of Senior Notes delivered to the Custodial Agent on _____, for remarketing pursuant to Section 4.6(c) of the Pledge Agreement. The undersigned hereby instructs you to return such Senior Notes to the undersigned in accordance with the undersigned's instructions. With this notice, the undersigned hereby agrees to be bound by the terms and conditions of Section 4.6(c) of the Pledge Agreement. Capitalized terms used herein but not defined shall have the meaning set forth in the Pledge Agreement.

Date: _____

By: _____

Name:

Title:

Signature Guarantee: _____

Please print name and address:

Name

Social Security or other Taxpayer Identification
Number, if any

Address

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A. DELIVERY INSTRUCTIONS

In the event of a failed remarketing, Senior Notes which are in physical form should be delivered to the person(s) set forth below and mailed to the address set forth below.

Name(s) _____
(Please Print)

Address _____
(Please Print)

(Zip Code)

(Tax Identification or Social Security Number)

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REMARKETING AGREEMENT

REMARKETING AGREEMENT, dated as of February 12, 2004 (this "Remarketing Agreement") by and among Affiliated Managers Group, Inc., a company organized and existing under the laws of the State of Delaware (the "Company"), The Bank of New York, a New York banking corporation, not individually but solely as Purchase Contract Agent and as attorney-in-fact of the holders of Purchase Contracts (each as defined in the Purchase Contract Agreement (as defined herein)), and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch").

WITNESSETH:

WHEREAS, the Company will issue its PRIDES (the "PRIDES") in an aggregate Stated Amount of \$250,000,000 under the Purchase Contract Agreement, dated as of February 12, 2004, by and between the Purchase Contract Agent and the Company (the "Purchase Contract Agreement") as amended or supplemented from time to time; and

WHEREAS, the Company will issue concurrently in connection with the issuance of the PRIDES 4.125% Senior Notes of the Company initially due February 17, 2010 (the "Senior Notes") in an aggregate principal amount of \$250,000,000; and

WHEREAS, the PRIDES will initially consist of 250,000 units referred to as "Income PRIDES," each such security consisting of a Senior Note in the principal amount of \$1,000 and a Purchase Contract issued by the Company ("Purchase Contract") pursuant to the Purchase Contract Agreement, and no Growth PRIDES, each such security consisting of certain U.S. Treasury Securities and a Purchase Contract; and

WHEREAS, the Senior Notes forming a part of the Income PRIDES will be pledged pursuant to the Pledge Agreement (the "Pledge Agreement"), dated as of February 12, 2004, by and among the Company, The Bank of New York, as Collateral Agent, Purchase Contract Agent, Securities Intermediary and Custodial Agent (the "Collateral Agent"), to secure an Income PRIDES Holder's obligations under the related Purchase Contract on the Purchase Contract Settlement Date; and

WHEREAS, the Remarketing Agent will remarket in the manner provided herein the Senior Notes pledged pursuant to the Pledge Agreement (the "Pledged Senior Notes") of the Income PRIDES Holders who have not already settled their Purchase Contracts, and any Senior Notes that are not pledged pursuant to the Pledge Agreement (the "Other Senior Notes") of the holders who have elected to have their Senior Notes remarketed, in each case, as provided in the Purchase Contract Agreement; and

WHEREAS, in the event of a Failed Initial Remarketing, the holders of the Other Senior Notes electing to have their Senior Notes remarketed and of the Holders of the Pledged Senior Notes who have elected not to settle the Purchase Contracts related to their Income PRIDES by Cash Settlement and who have not settled their Purchase Contracts early upon the occurrence of certain specified corporate transactions will be remarketed by the Remarketing Agent on the

third Business Day immediately preceding the Purchase Contract Settlement Date (the "Final Remarketing Date"); and

WHEREAS, in the event of a Successful Initial Remarketing, the applicable interest rate on the Senior Notes will be reset on the Reset Date, to the Reset Rate to be determined by the Reset Agent as the rate that such Senior Notes should bear in order for the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of 100.25% of the Treasury Portfolio Purchase Price on the Initial Remarketing Date plus the applicable Remarketing Fee, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate permitted by applicable law; and

WHEREAS, in the event of a Failed Final Remarketing, the applicable interest rate on the Senior Notes that remain outstanding on and after the Purchase Contract Settlement Date will be reset on the third Business Day immediately preceding the Purchase Contract Settlement Date, to the Reset Rate to be determined by the Reset Agent as the rate that such Senior Notes should bear in order to have an approximate market value of 100.25% of the aggregate principal amount of the Senior Notes on the third Business Day immediately preceding the Purchase Contract Settlement Date plus the applicable Remarketing Fee, provided that in the determination of such Reset Rate, the Company shall, if applicable, limit the Reset Rate to the maximum rate permitted by applicable law; and

WHEREAS, the Company has requested Merrill Lynch to act as the Reset Agent and as the Remarketing Agent, and as such to perform the services described herein; and

WHEREAS, Merrill Lynch is willing to act as Reset Agent and Remarketing Agent and as such to perform such duties on the terms and conditions expressly set forth herein.

NOW, THEREFORE, for and in consideration of the covenants herein made, and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this Remarketing Agreement shall have the meanings assigned to them in the Purchase Contract Agreement or, if not therein defined, the Pledge Agreement.

Section 2. Appointment and Obligations of Reset Agent and Remarketing Agent; Remarketing.

(a) The Company hereby appoints Merrill Lynch and Merrill Lynch hereby accepts such appointment, (i) as the Reset Agent to determine in consultation with the Company, in the manner provided for herein and in the Indenture (as in effect on the date of this Remarketing Agreement) with respect to the Senior Notes, (1) the Reset Rate that, in the opinion of the Reset Agent, will, when applied to the Senior Notes, enable the Applicable Principal Amount of the Senior Notes to have an approximate aggregate market value of 100.25% of the Treasury Portfolio Purchase Price as of an Initial Remarketing Date, and (2) in the event of a Failed Initial Remarketing, the Reset Rate that, in the opinion of the Reset Agent, will, when applied to the Senior Notes, enable a

Reset Agent prior to the tenth Business Day preceding a proposed Initial Remarketing Date, or the Purchase Contract Settlement Date, in the case of the Final Remarketing (as defined below), shall, if applicable, limit the Reset Rate so that it does not exceed the maximum rate permitted by applicable law and (ii) as the exclusive Remarketing Agent (subject to the right of Merrill Lynch to appoint additional remarketing agents hereunder as described below) to (1) remarket the Other Senior Notes of the holders electing to have such Other Senior Notes remarketed and the Pledged Senior Notes of the Income PRIDES Holders on an Initial Remarketing Date, for settlement on the third Business Day following such remarketing and (2) in the case of a Failed Initial Remarketing, remarket the Senior Notes of the holders of the Other Senior Notes and of the Income PRIDES Holders who have not settled the related Purchase Contracts early and have failed to notify the Purchase Contract Agent, on or prior to the fifth Business Day immediately preceding the Purchase Contract Settlement Date, of their intention to settle the related Purchase Contracts through Cash Settlement. In connection with any remarketing contemplated hereby, the Remarketing Agent will enter into a Supplemental Remarketing Agreement (the "Supplemental Remarketing Agreement") with the Company and the Purchase Contract Agent, which shall either be (i) substantially in the form attached hereto as Exhibit A (with such changes as the Company and the Remarketing Agent may agree upon, it being understood that changes may be necessary in the representations, warranties, covenants and other provisions of the Supplemental Remarketing Agreement due to changes in law or facts and circumstances or in the event that Merrill Lynch is not the sole remarketing agent, and with such further changes therein as the Remarketing Agent may reasonably request) or (ii) in such other form as the Remarketing Agent may reasonably request, subject to the approval of the Company (such approval not to be unreasonably withheld). Notwithstanding anything herein to the contrary, Merrill Lynch shall not be obligated to act as Remarketing Agent or Reset Agent hereunder unless the Supplemental Remarketing Agreement is in form and substance reasonably satisfactory to Merrill Lynch. The Company agrees that Merrill Lynch shall have the right, on 15 Business Days' notice to the Company, to appoint one or more additional remarketing agents so long as any such additional remarketing agents shall be reasonably acceptable to the Company. Upon any such appointment, the parties shall enter into an appropriate amendment to this Remarketing Agreement to reflect the addition of any such remarketing agent.

(b) Pursuant to the Supplemental Remarketing Agreement, the Remarketing Agent, either as sole remarketing agent or as representative of a group of remarketing agents appointed as aforesaid, will agree, subject to the terms and conditions set forth herein and therein, to use its reasonable efforts to (i) remarket, on each Initial Remarketing Date (each an "Initial Remarketing"), the Senior Notes that the Collateral Agent shall have notified the Remarketing Agent have been tendered for, or otherwise are to be included in, such Initial Remarketing, at a price per Senior Note such that the aggregate price for the Applicable Principal Amount of the Senior Notes is approximately 100.25% of the Treasury Portfolio Purchase Price plus the Remarketing Fee and (ii) in the event of a Failed Initial Remarketing, remarket, on the third Business Day immediately preceding the Purchase Contract Settlement Date (the "Final Remarketing"), the Senior Notes that the Collateral Agent shall have notified the Remarketing Agent have been tendered for, or otherwise are to be included in, the Final Remarketing, at a price of approximately 100.25% of the aggregate principal amount of such Senior Notes plus the Remarketing Fee. Notwithstanding the preceding sentence, the Remarketing Agent shall not remarket any Senior Notes for a price less than the price necessary for the Applicable Principal Amount of the Senior Notes to have an aggregate price equal to 100% of the Treasury Portfolio

Purchase Price (the "Minimum Initial Remarketing Price"), in the case of any Initial Remarketing, or the aggregate principal amount of such Senior Notes, in the case of the Final Remarketing. After deducting the fee specified in Section 3 below, the proceeds of such Initial Remarketing or Final Remarketing, as the case may be, shall be paid to the Collateral Agent in accordance with Section 4.6 or 6.3 of the Pledge Agreement and Section 5.3 of the Purchase Contract Agreement (each of which Sections are incorporated herein by reference). The right of each holder of Senior Notes or Income PRIDES to have Senior Notes tendered for any Initial Remarketing or the Final Remarketing, as the case may be, shall be limited to the extent that (i) the Remarketing Agent conducts an Initial Remarketing and, in the event of a Failed Initial Remarketing, a Final Remarketing pursuant to the terms of this Remarketing Agreement, (ii) Senior Notes tendered have not been called for redemption, (iii) the Remarketing Agent is able to find a purchaser or purchasers for tendered Senior Notes at a price of not less than the Minimum Initial Remarketing Price, in the case of any Initial Remarketing, and 100% of the principal amount thereof, in the case of the Final Remarketing and (iv) such purchaser or purchasers deliver the purchase price therefor to the Remarketing Agent as and when required. The Remarketing Agent shall not be obligated to remarket any Senior Note if a condition precedent to such remarketing is not fulfilled.

(c) Neither the Remarketing Agent nor the Reset Agent shall have any obligation whatsoever to purchase any Senior Notes, whether in an Initial Remarketing, the Final Remarketing or otherwise, and shall in no way be obligated to provide funds to make payment upon tender of Senior Notes for remarketing or to otherwise expend or risk their own funds or incur or be exposed to financial liability in the performance of their respective duties under this Remarketing Agreement or any Supplemental Remarketing Agreement, and, without limitation of the foregoing, the Remarketing Agent shall not be deemed an underwriter of the remarketed Senior Notes. The Company shall not be obligated in any case to provide funds to make payment upon tender of Senior Notes for remarketing.

Section 3. Fees. In the event of a Successful Initial Remarketing, the Remarketing Agent shall retain as a remarketing fee (the "Remarketing Fee") (i) an amount not exceeding 25 basis points (0.25%) of the Minimum Initial Remarketing Price from any amount received in connection with such Initial Remarketing in excess of the Minimum Initial Remarketing Price if the remarketed Senior Notes mature on or prior to February 17, 2010 or (ii) such other amount as agreed between the Company and the Remarketing Agent if the maturity date of the Senior Notes is otherwise extended on the Reset Date to a date after February 17, 2010. In the event of a Successful Final Remarketing, the Remarketing Agent shall retain as the Remarketing Fee an amount not exceeding 25 basis points (0.25%), of the principal amount of the remarketed Senior Notes from any amount received in connection with such Final Remarketing in excess of the aggregate principal amount of such remarketed Senior Notes if the remarketed Senior Notes mature on or prior to February 17, 2010 or (ii) such other amount as agreed between the Company and the Remarketing Agent if the maturity date of the Senior Notes is otherwise extended on the Reset Date to a date after February 17, 2010. In addition, the Reset Agent shall, in either case, receive from the Company a reasonable and customary fee (the "Reset Agent Fee"); provided, however, that if the Remarketing Agent shall also act as the Reset Agent, then the Reset Agent shall not be entitled to receive any such Reset Agent Fee. Payment of such Reset Agent Fee shall be made by the Company on the Initial Remarketing Date, in the case of a Successful Initial Remarketing, or on the third Business Day immediately preceding the

Purchase Contract Settlement Date, in the case of a Successful Final Remarketing, in immediately available funds or, upon the instructions of the Reset Agent, by certified or official bank check or checks or by wire transfer.

Section 4. Replacement and Resignation of Remarketing Agent.

(a) The Company may in its absolute discretion replace Merrill Lynch as the Remarketing Agent and/or as the Reset Agent in its capacity hereunder by giving notice (i) prior to 3:00 p.m., New York City time on the eleventh Business Day immediately prior to any Initial Remarketing Date, or (ii) in the event of a Failed Initial Remarketing, prior to 3:00 p.m., New York City time on the eleventh Business Day immediately prior to the Purchase Contract Settlement Date, provided, in either case, that the Company must replace Merrill Lynch both as Remarketing Agent and as Reset Agent unless Merrill Lynch shall agree to continue to serve solely in one such capacity. Any such replacement shall become effective upon the Company's appointment of a successor to perform the services that would otherwise be performed hereunder by the Remarketing Agent and/or the Reset Agent. Upon providing such notice, the Company shall use all reasonable efforts to appoint such a successor and to enter into a remarketing agreement with such successor as soon as reasonably practicable. The Company shall notify the Purchase Contract Agent, the Collateral Agent and the Custodial Agent of the appointment of any such successor.

(b) Merrill Lynch may resign at any time and be discharged from its duties and obligations hereunder as the Remarketing Agent and/or as the Reset Agent by giving notice (i) prior to 3:00 p.m., New York City time on the eleventh Business Day immediately prior to any Initial Remarketing Date, or (ii) in the event of a Failed Initial Remarketing, prior to 3:00 p.m., New York City time on the eleventh Business Day immediately prior to the Purchase Contract Settlement Date. Any such resignation shall become effective upon the Company's appointment of a successor to perform the services that would otherwise be performed hereunder by the Remarketing Agent and/or the Reset Agent. Upon receiving notice from the Remarketing Agent and/or the Reset Agent that it wishes to resign hereunder, the Company shall use all reasonable efforts to appoint such a successor and enter into a remarketing agreement with it as soon as reasonably practicable. The Company shall notify the Purchase Contract Agent, the Collateral Agent and the Custodial Agent of the appointment of any such successor.

Section 5. Dealing in the Securities. Each of the Remarketing Agent and the Reset Agent, when acting hereunder or under the Supplemental Remarketing Agreement or acting in its individual or any other capacity, may, to the extent permitted by law, buy, sell, hold or deal in any of the Senior Notes, Securities or other securities of the Company. With respect to any Senior Notes, Securities or other securities of the Company owned by it, the Remarketing Agent and the Reset Agent may each exercise any vote or join in any action with like effect as if it did not act in any capacity hereunder. The Remarketing Agent and the Reset Agent respectively, in its individual capacity, either as principal or agent, may also engage in or have an interest in any financial or other transaction with the Company as freely as if it did not act in any capacity hereunder.

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Section 6. Registration Statement and Prospectus.

(a) In connection with any Initial Remarketing, the Company in its sole discretion, may determine to (i) file and cause to be declared effective a registration statement relating to the Senior Notes under the Securities Act of 1933, as amended (the "1933 Act"), prior to the third Business Day immediately preceding such Initial Remarketing Date, (ii) furnish a current preliminary prospectus and, if applicable, a current preliminary prospectus supplement to be used by the Remarketing Agent in such Initial Remarketing not later than seven Business Days prior to such Initial Remarketing Date (or such earlier date as the Remarketing Agent may reasonably request) and in such quantities as the Remarketing Agent may reasonably request, and (iii) furnish a current final prospectus and, if applicable, a final prospectus supplement to be used by the Remarketing Agent in such Initial Remarketing not later than the third Business Day immediately preceding such Initial Remarketing Date in such quantities as the Remarketing Agent may reasonably request.

(b) In the event of a Failed Initial Remarketing and in connection with the Final Remarketing, the Company in its sole discretion, may determine to (i) file and cause to be declared effective a registration statement relating to the Senior Notes under the 1933 Act prior to the third Business Day immediately preceding the Purchase Contract Settlement Date, (ii) furnish a current preliminary prospectus and, if applicable, a current preliminary prospectus supplement to be used by the Remarketing Agent in the Final Remarketing not later than seven Business Days prior to the Purchase Contract Settlement Date (or such earlier date as the Remarketing Agent may reasonably request) and in such quantities as the Remarketing Agent may reasonably request, and (iii) furnish a current final prospectus and, if applicable, a final prospectus supplement to be used by the Remarketing Agent in the Final Remarketing not later than the third Business Day immediately preceding the Purchase Contract Settlement Date in such quantities as the Remarketing Agent may reasonably request.

(c) If in connection with any Initial Remarketing or, in the event of a Failed Initial Remarketing and in connection with the Final Remarketing, it shall not be possible, in the view of counsel (which need not be an opinion) for either the Remarketing Agent or the Company, under applicable law, regulations or interpretations in effect at the time of such Initial Remarketing or such Final Remarketing to register the offer and sale by the Company of the Senior Notes under the 1933 Act as otherwise contemplated by this Section 6, the Company in its sole discretion, may determine to (i) take, or cause to be taken, action and to do, or cause to be done, any thing necessary, proper and advisable to permit and effectuate the offer and sale of the Senior Notes in connection with any Initial Remarketing or the Final Remarketing, as the case may be, without registration under the 1933 Act pursuant to an exemption therefrom, if available, (ii) furnish a current preliminary remarketing memorandum to be used by the Remarketing Agent in any Initial Remarketing or the Final Remarketing, as the case may be, not later than seven Business Days prior to such Initial Remarketing Date, in the case of an Initial Remarketing, or the Purchase Contract Settlement Date, in the case of the Final Remarketing (or in either case such earlier date as the Remarketing Agent may reasonably request) and in such quantities as the Remarketing Agent may reasonably request and (iii) furnish a current final remarketing memorandum to be used by the Remarketing Agent in any Initial Remarketing or the Final Remarketing, as the case may be, not later than the third Business Day immediately preceding such Initial Remarketing Date, in the case of an Initial Remarketing, or the Purchase

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Contract Settlement Date, in the case of the Final Remarketing, in such quantities as the Remarketing Agent may reasonably request.

(d) The Company also take any such actions as may (upon advice of counsel to the Company or the Remarketing Agent) be necessary or desirable under state securities or blue sky laws in connection with any Initial Remarketing and the Final Remarketing.

(a) The obligations of the Remarketing Agent and the Reset Agent under this Remarketing Agreement and, in the case of the Remarketing Agent, the Supplemental Remarketing Agreement shall be subject to the terms and conditions of this Remarketing Agreement and the Supplemental Remarketing Agreement, including, without limitation, the following conditions: (i) the Senior Notes tendered for, or otherwise to be included in any Initial Remarketing or the Final Remarketing, as the case may be, have not been called for redemption, (ii) the Remarketing Agent is able to find a purchaser or purchasers for tendered Senior Notes (1) in the case of any Initial Remarketing, at a price not less than the Minimum Initial Remarketing Price, and (2) in the case of the Final Remarketing, at a price not less than 100% of the aggregate principal amount thereof, (iii) the Purchase Contract Agent, the Collateral Agent, the Custodial Agent, the Company and the Trustee (as defined in the Indenture) shall have performed their respective obligations in connection with any Initial Remarketing and, in the event of a Failed Initial Remarketing, in connection with the Final Remarketing, in each case pursuant to the Purchase Contract Agreement, the Pledge Agreement, the Indenture, this Remarketing Agreement and the Supplemental Remarketing Agreement (including, without limitation, giving the Remarketing Agent notice of the Treasury Portfolio Purchase Price no later than 10:00 a.m., New York City time, on the fourth Business Day prior to the Initial Remarketing Date, in the case of an Initial Remarketing, and giving the Remarketing Agent notice of the aggregate principal amount, as the case may be, of the Pledged Senior Notes and Other Senior Notes to be remarketed, no later than 10:00 a.m., New York City time, on the fourth Business Day prior to the Purchase Contract Settlement Date, in the case of the Final Remarketing, and, in each case, concurrently delivering such Senior Notes to be remarketed to the Remarketing Agent), (iv) no Event of Default (as defined in the Indenture), and no event that with the passage of time or the giving of notice or both would become an Event of Default, shall have occurred and be continuing, (v) the accuracy of the representations and warranties of the Company included and incorporated by reference in this Remarketing Agreement and the Supplemental Remarketing Agreement or in certificates of any officer of the Company or any of its subsidiaries delivered pursuant to the provisions included or incorporated by reference in this Remarketing Agreement or the Supplemental Remarketing Agreement, (vi) the performance by the Company of its covenants and other obligations included and incorporated by reference in this Remarketing Agreement and the Supplemental Remarketing Agreement, and (vii) the satisfaction of the other conditions set forth and incorporated by reference in this Remarketing Agreement and the Supplemental Remarketing Agreement.

(b) If at any time during the term of this Remarketing Agreement, any Event of Default under the Indenture, or event that with the passage of time or the giving of notice or both would become an Event of Default under the Indenture, has occurred and is continuing, then the obligations and duties of the Remarketing Agent under this Remarketing Agreement shall be

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suspended until such default or event has been cured. The Company will promptly notify the Remarketing Agent of such Events of Default and events known to an Authorized Officer and will cause the Trustee to give the Remarketing Agent notice of all such Events of Default and events known to an Authorized Officer.

Section 8. Termination of Remarketing Agreement. This Remarketing Agreement shall terminate as to the Remarketing Agent and/or the Reset Agent, as the case may be, on the effective date of its replacement pursuant to Section 4(a) hereof or pursuant to Section 4(b) hereof. Notwithstanding any such termination, the obligations set forth in Section 2 (insofar as such Section relates to the payment of the Remarketing Fee) and Section 3 hereof shall survive and remain in full force and effect until all amounts payable under such Sections shall have been paid in full. In addition, each former Remarketing Agent and Reset Agent shall be entitled to the rights and benefits under Section 9 of this Remarketing Agreement notwithstanding the replacement or resignation of such Remarketing Agent or Reset Agent.

Section 9. Remarketing Agent's Performance; Duty of Care. The duties and obligations of the Remarketing Agent and the Reset Agent shall be determined solely by the express provisions of this Remarketing Agreement and, in the case of the Remarketing Agent, the Supplemental Remarketing Agreement. No implied covenants or obligations of or against the Remarketing Agent or the Reset Agent shall be read into this Remarketing Agreement or, in the case of the Remarketing Agent, the Supplemental Remarketing Agreement. In the absence of bad faith on the part of the Remarketing Agent or the Reset Agent, as the case may be, the Remarketing Agent and the Reset Agent each may conclusively rely upon any document furnished to it which purports to conform to the requirements of this Remarketing Agreement or the Supplemental Remarketing Agreement, as the case may be, as to the truth of the statements expressed therein. Each of the Remarketing Agent and the Reset Agent shall be protected in acting upon any document or communication reasonably believed by it to be signed, presented or made by the proper party or parties. Neither the Remarketing Agent nor the Reset Agent shall have any obligation to determine whether there is any limitation under applicable law on the Reset Rate on the Senior Notes, or, if there is any such limitation, the maximum permissible Reset Rate on the Senior Notes, and they shall rely solely upon written notice from the Company (which the Company agrees to provide prior to the third Business Day prior to any Remarketing Announcement Date) as to whether or not there is any such limitation and, if so, the maximum permissible Reset Rate. Neither the Remarketing Agent nor the Reset Agent shall incur any liability under this Remarketing Agreement or the Supplemental Remarketing Agreement, as the case may be, to any beneficial owner or holder of Senior Notes, or other securities, either in its individual capacity or as Remarketing Agent or Reset Agent, as the case may be, for any action or failure to act in connection with any remarketing or otherwise in connection with the transactions contemplated by this Remarketing Agreement or the Supplemental Remarketing Agreement, except to the extent that it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that such liability has resulted from the willful misconduct, bad faith or gross negligence of the Remarketing Agent or the Reset Agent. The provisions of this Section 9 shall survive any termination of this Remarketing Agreement and shall also continue to apply to every Remarketing Agent and Reset Agent notwithstanding their resignation or removal.

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Section 10. Governing Law. THIS REMARKETING AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

Section 11. Term of Agreement. Unless otherwise terminated in accordance with the provisions hereof and except as otherwise provided herein, this Remarketing Agreement shall remain in full force and effect from the date hereof until the first day thereafter on which no Senior Notes are outstanding, or, if earlier, the Business Day immediately following a Successful Initial Remarketing Date, in the case of a Successful Initial Remarketing, or the Business Day immediately following the Purchase Contract Settlement Date, in the case of a Successful Final Remarketing.

Section 12. Successors and Assigns. The rights and obligations of the Company hereunder may not be assigned or delegated to any other person without the prior written consent of Merrill Lynch as the Remarketing Agent and/or as the Reset Agent. The rights and obligations of Merrill Lynch as the Remarketing Agent and/or as the Reset Agent hereunder may not be assigned or delegated to any other person without the prior written consent of the

Company. This Remarketing Agreement shall inure to the benefit of and be binding upon the Company and Merrill Lynch as the Remarketing Agent and/or as the Reset Agent and their respective successors and assigns. The terms “successors” and “assigns” shall not include any purchaser of Securities merely because of such purchase.

Section 13. Headings. Section headings have been inserted in this Remarketing Agreement and the Supplemental Remarketing Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Remarketing Agreement or the Supplemental Remarketing Agreement, as the case may be, and will not be used in the interpretation of any provision of this Remarketing Agreement or the Supplemental Remarketing Agreement.

Section 14. Severability. If any provision of this Remarketing Agreement or the Supplemental Remarketing Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any or all jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case, circumstances or jurisdiction, or of rendering any other provision or provisions of this Remarketing Agreement or the Supplemental Remarketing Agreement, as the case may be, invalid, inoperative or unenforceable to any extent whatsoever.

Section 15. Counterparts. Both this Remarketing Agreement and the Supplemental Remarketing Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Section 16. Amendments. Both this Remarketing Agreement and the Supplemental Remarketing Agreement may be amended by any instrument in writing signed by the parties hereto.

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Section 17. Notices. Unless otherwise specified, any notices, requests, consents or other communications given or made hereunder or pursuant hereto shall be made in writing or transmitted by any standard form of telecommunication, including telephone, telegraph or teletype, and confirmed in writing. All written notices and confirmations of notices by telecommunication shall be deemed to have been validly given or made when delivered or mailed, registered or certified mail, return receipt requested and postage prepaid. All such notices, requests, consents or other communications shall be addressed as follows: if to the Company, Affiliated Managers Group, Inc., 600 Hale Street, Prides Crossing, MA 01965, Attention: Darrell W. Crate, with a copy to Goodwin Procter LLP, Exchange Place, Boston, MA 02109-2881, Attention: Martin Carmichael; if to the Remarketing Agent or Reset Agent (if Merrill Lynch, Pierce, Fenner & Smith Incorporated is the Remarketing Agent or the Reset Agent), to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 4 World Financial Center, North Tower, New York, New York 10080, Attention: Investment Banking, with a copy to Sidley Austin Brown & Wood LLP, 787 Seventh Avenue, New York, NY 10019, Attention: L. Markus Wiltshire; and if to the Purchase Contract Agent, to The Bank of New York, 101 Barclay Street, Floor 8W, New York, New York 10286, Attention: Corporate Trust Administration, or to such other address as any of the above shall specify to the other in writing.

Section 18. Consent to Jurisdiction; Miscellaneous. Each of the parties hereto hereby expressly and irrevocably submits to the non-exclusive jurisdiction of any competent court in the place of its domicile and any United States Federal or New York State court sitting in the Borough of Manhattan in The City of New York in any action, suit or proceeding arising out of or relating to this Remarketing Agreement or the transactions contemplated hereby to the extent that such court has subject matter jurisdiction over the controversy, and expressly and irrevocably waives, to the extent permitted under applicable law, any immunity from the jurisdiction thereof and any claim or defense in such action, suit or proceeding based on a claim of improper venue, forum non conveniens or any similar basis to which it might otherwise be entitled in any such action, suit or proceeding.

Section 19. Waiver of Immunities. To the extent that the Company or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to them, any right of immunity, on the grounds of sovereignty, from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, or from attachment in aid of execution of judgment, or from execution of judgment, other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to their obligations, liabilities or any other matter under or arising out of or in connection with this Remarketing Agreement or any additional agreement, the Company hereby irrevocably and unconditionally, to the extent permitted by applicable law, waives and agrees not to plead or claim any such immunity and consents to such relief and enforcement.

Section 20. Information. The Company agrees to furnish the Remarketing Agent and the Reset Agent with such information and documents as the Remarketing Agent or the Reset Agent may reasonably request in connection with the transactions contemplated by this Remarketing Agreement and the Supplemental Remarketing Agreement, and make reasonably available to the Remarketing Agent, the Reset Agent and/or any accountant, attorney or other

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advisor retained by the Remarketing Agent or the Reset Agent such information that parties would customarily require in connection with a due diligence investigation conducted in accordance with applicable securities laws and cause the Company's officers, directors, employees and/or accountants to participate in all such discussions and to supply all such information reasonably requested by any such person in connection with such investigation.

[The remainder of this page is intentionally left blank]

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IN WITNESS WHEREOF, each of the Company, the Purchase Contract Agent and the Remarketing Agent has caused this Remarketing Agreement to be executed in its name and on its behalf by one of its duly authorized officers as of the date first above written.

AFFILIATED MANAGERS GROUP, INC.

By: /s/ Darrell W. Crate

Name: Darrell W. Crate
Title: Executive Vice President and
Chief Financial Officer

CONFIRMED AND ACCEPTED:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Jay C. Horgen

Name: Jay C. Horgen
Title: Director

THE BANK OF NEW YORK,
not individually but solely as Purchase Contract
Agent and as attorney-in-fact for the holders of
the Purchase Contracts

By: /s/ Kisha A. Holder

Name: Kisha A. Holder
Title: Assistant Vice President

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Exhibit A to
Remarketing Agreement

SUPPLEMENTAL REMARKETING AGREEMENT

Supplemental Remarketing Agreement (this "Agreement") dated _____, _____ among Affiliated Managers Group, Inc., a company organized and existing under the laws of the State of Delaware (the "Company"), Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Remarketing Agent"), and The Bank of New York, as Purchase Contract Agent and attorney-in-fact for the Holders of the Purchase Contracts (as such terms are defined in the Purchase Contract Agreement referred to in Schedule I hereto).

NOW, THEREFORE, for and in consideration of the covenants herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not defined in this Agreement shall have the meanings assigned to them in the Remarketing Agreement, dated as of February 12, 2004 (the "Remarketing Agreement"), among the Company, the Purchase Contract Agent and Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated or, if not defined in the Remarketing Agreement, the meanings assigned to them in the Purchase Contract Agreement (as defined in Schedule I hereto).

2. Remarketing Memorandum. The Company has provided to the Remarketing Agent, for use in connection with remarketing of the Securities (as such term is defined on Schedule I hereto), a [preliminary remarketing memorandum and] remarketing memorandum and [describe other materials, if any]. Such remarketing memorandum (including the documents incorporated or deemed to be incorporated by reference therein, [and] [describe other materials] are hereinafter called, collectively, the "Prospectus," [and such preliminary marketing memorandum (including the documents incorporated or deemed to be incorporated by reference therein) is hereinafter called a "preliminary prospectus"]. The Company hereby consents to the use of the Prospectus [and the preliminary prospectus] in connection with the remarketing of the Securities]. All references in this Agreement to amendments or supplements to [the preliminary prospectus] or the Prospectus shall be deemed to mean and include the filing of any document under the 1934 Act, which is incorporated or deemed to be incorporated by reference in [the preliminary prospectus] or the Prospectus, as the case may be.

3. Provisions Incorporated by Reference.

(a) Subject to Section 3(b), the provisions of the Purchase Agreement are incorporated, as applicable, into this Agreement, and the Company hereby makes the representations and warranties, and agrees to comply with the covenants and obligations, set forth in the provisions of the Purchase Agreement incorporated by reference herein, as modified by the provisions of Section 3(b) hereof.

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(b) With respect to the provisions of the Purchase Agreement incorporated herein, for the purposes hereof, (i) all references therein to the "Initial Purchaser" shall be deemed to refer to the Remarketing Agent and any additional remarketing agents designated pursuant to Section 2 of the Remarketing Agreement; (ii) all references therein to the "Securities," "PRIDES" or "Initial Securities" shall be deemed to refer to the Securities as defined herein; (iii) all references therein to the "Closing Date" shall be deemed to refer to the Remarketing Closing Date specified in Schedule I hereto; (iv) all references therein to the "Offering Memorandum" shall be deemed to refer to [the preliminary prospectus] and the Prospectus, respectively, as defined herein; (v) all references therein to this "Agreement," the "Purchase Agreement," "hereof," "herein" and all references of similar import, shall be deemed to mean and refer to this Supplemental Remarketing Agreement; (vi) all references therein to "the date hereof," "the date of this Agreement" and all similar references shall be deemed to refer to the date of this Supplemental Remarketing Agreement; (vii) all references therein to any "settlement date" shall be disregarded;

and (viii) [other changes, including changes relating to the offer and sale of the Securities in connection with the Remarketing without registration under the 1933 Act in reliance upon an exemption therefrom.]

4. Purchase and Sale; Remarketing Underwriting Fee. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth or incorporated by reference herein and in the Remarketing Agreement, the Remarketing Agent agrees to use its reasonable efforts to remarket, in the manner set forth in Section 2(b) of the Remarketing Agreement, the aggregate principal amount, as the case may be, of Securities set forth in Schedule I hereto at a purchase price not less than 100% of the [Minimum Initial Remarketing Price] [aggregate principal amount of the Securities]. In connection therewith, the registered holder or holders thereof agree, in the manner specified in Section 5 hereof, to pay to the Remarketing Agent a Remarketing Fee equal to an amount not exceeding 25 basis points (0.25%) of [the Minimum Initial Remarketing Price] [such aggregate principal amount,] payable by deduction from any amount received in connection from such [Initial][Final] Remarketing in excess of the [Minimum Initial Remarketing Price] [aggregate principal amount of the Securities] if the remarketed Senior Notes mature on or prior to February 17, 2010 or (ii) such other amount as agreed between the Company and the Remarketing Agent if the maturity date of the Senior Notes is otherwise extended on the Reset Date to a date after February 17, 2010. The right of each holder of Securities to have Securities tendered for purchase shall be limited to the extent set forth in the last sentence of Section 2(b) of the Remarketing Agreement (which is incorporated by reference herein). As more fully provided in Section 2(c) of the Remarketing Agreement (which is incorporated by reference herein), the Remarketing Agent is not obligated to purchase any Securities in the remarketing or otherwise, and neither the Company nor the Remarketing Agent shall be obligated in any case to provide funds to make payment upon tender of Securities for remarketing.

5. Delivery and Payment. Delivery of payment for the remarketed Securities by the purchasers thereof identified by the Remarketing Agent and payment of the Remarketing Fee shall be made on the Remarketing Closing Date at the location and time specified in Schedule I hereto (or such later date not later than five Business Days after such date as the Remarketing Agent shall designate), which date and time may be postponed by agreement between the Remarketing Agent and the Company. Delivery of the remarketed Securities and payment of the Remarketing Fee shall be made to the Remarketing Agent against payment by the respective

purchasers of the remarketed Securities of the consideration therefor as specified herein, which consideration shall be paid to the Collateral Agent for the account of the persons entitled thereto by certified or official bank check or checks drawn on or by a New York Clearing House bank and payable in immediately available funds or in immediately available funds by wire transfer to an account or accounts designated by the Collateral Agent.

Certificates for the Securities shall be registered in such names and denominations as the Remarketing Agent may request not less than one full Business Day in advance of the Remarketing Closing Date, and the Company, the Collateral Agent and the registered holder or holders thereof agree to have such certificates available for inspection, packaging and checking by the Remarketing Agent in New York, New York not later than 1:00 p.m. on the Business Day prior to the Remarketing Closing Date.

6. Notices. Unless otherwise specified, any notices, requests, consents or other communications given or made hereunder or pursuant hereto shall be made in writing or transmitted by any standard form of telecommunication, including telephone, telegraph or telecopy, and confirmed in writing. All written notices and confirmations of notices by telecommunication shall be deemed to have been validly given or made when delivered or mailed, registered or certified mail, return receipt requested and postage prepaid. All such notices, requests, consents or other communications shall be addressed as follows: if to the Company, to Affiliated Managers Group, Inc., 600 Hale Street, Prides Crossing, MA 01965, Attention: Darrell W. Crate, with a copy to Goodwin Procter LLP, Exchange Place, Boston, MA 02109-2881, Attention: Martin Carmichael; if to the Remarketing Agent, to Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated, 4 World Financial Center, North Tower, New York, New York 10080, Attention: Investment Banking, with a copy to Sidley Austin Brown & Wood LLP, 787 Seventh Avenue, New York, NY 10019, Attention: L. Markus Wiltshire; and if to the Purchase Contract Agent, to The Bank of New York, 101 Barclay Street, Floor 8W, New York, New York 10286, Attention: Corporate Trust Administration, or to such other address as any of the above shall specify to the other in writing.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Purchase Contract Agent and the Remarketing Agent.

Very truly yours,

AFFILIATED MANAGERS GROUP, INC.

By: _____
Name:
Title:

CONFIRMED AND ACCEPTED:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: _____
Authorized Signatory

THE BANK OF NEW YORK
not individually but solely as Purchase Contract Agent
and as attorney-in-fact for the holders of the Purchase Contracts

By: _____

Name:

Title:

SCHEDULE I TO SUPPLEMENTAL REMARKETING AGREEMENT

Securities subject to the remarketing: Senior Notes due 2010 of the Company (the "Securities").

Purchase Contract Agreement, dated as of February 12, 2004 (the "Purchase Contract Agreement") by and between Affiliated Managers Group, Inc., a company organized and existing under the laws of the State of Delaware, and The Bank of New York.

Pledge Agreement dated as of February 12, 2004 (the "Pledge Agreement") by and between Affiliated Managers Group, Inc. and The Bank of New York, as Collateral Agent, Custodial Agent and Securities Intermediary, and as Purchase Contract Agent.

Indenture, dated as of December 21, 2001, between Affiliated Managers Group, Inc. and Wachovia Bank, National Association (as successor to First Union National Bank), as trustee, as amended by a Replacement Trustee Agreement, by and between The Bank of New York and the Company (collectively the "Base Indenture") as supplemented by a second supplemental indenture, to be dated February 12, 2004 between The Bank of New York, as trustee (the "Trustee") and the Company (the "Second Supplemental Indenture" together with the Base Indenture, the "Indenture"), establishing the terms of the Securities.

[Minimum Remarketing Price] [Aggregate Principal Amount of Securities: \$ _____]

Purchase Agreement, dated February 6, 2004 (the "Purchase Agreement") Affiliated Managers Group, Inc. and Merrill Lynch & Co. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Remarketing Fee: [either (i) an amount not exceeding 25 basis points (0.25%) of the Minimum Initial Remarketing Price from any amount received in connection with such Initial Remarketing in excess of the Minimum Initial Remarketing Price if the remarketed Senior Notes mature on or prior to February 17, 2010 or (ii) such other amount as agreed between the Company and the Remarketing Agent if the maturity date of the Senior Notes is otherwise extended on the Reset Date to a date after February 17, 2010.]

Remarketing Closing Date, Time and Location:

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “Agreement”) is made and entered into as of February 12, 2004, by and between AFFILIATED MANAGERS GROUP, INC., a Delaware corporation (the “Company”) and MERRILL LYNCH & CO., MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED (“Merrill Lynch”).

This Agreement is made pursuant to the Purchase Agreement, dated February 6, 2004 (the “Purchase Agreement”), between the Company, as issuer of [220,000] PRIDESSM (the “PRIDES”) each with a stated amount of \$1,000, which will initially consist of units (referred to as “Income PRIDESSM”), comprised of (a) a stock purchase contract (the “Purchase Contract”) under which (i) the holder will purchase from the Company on February 17, 2008 a number of shares of common stock, par value \$0.01 per share, of the Company (the “Common Stock”) equal to the Settlement Rate as set forth in the Purchase Contract Agreement (as defined below) and (ii) the Company will pay certain Contract Adjustment Payments to the holders as provided in the Purchase Contract Agreement, and (b) \$1,000 principal amount of the Company’s 4.125% Senior Notes due February 17, 2010, and Merrill Lynch, which provides for, among other things, the sale by the Company to Merrill Lynch of the aggregate principal amount of PRIDES specified therein. In order to induce Merrill Lynch to enter into the Purchase Agreement, the Company has agreed to provide the registration rights set forth in this Agreement. The execution of this Agreement is a condition to the closing under the Purchase Agreement.

The Company agrees with Merrill Lynch, (i) for its benefit as a Holder of the PRIDES and (ii) for the benefit of the beneficial owners (including Merrill Lynch) from time to time of the PRIDES, and the beneficial owners from time to time of the Underlying Common Stock (as defined herein) issued upon settlement of the Purchase Contracts (each of the foregoing a “Holder” and together the “Holders”), as follows:

SECTION 1. Definitions. Capitalized terms used herein without definition shall have their respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

“Additional Shares:” See Section 2(f) hereof.

“Business Day:” Each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in The City of New York are authorized or obligated by law or executive order to close.

“Common Stock:” See the second paragraph hereof.

“Company:” See the first paragraph hereof.

“Deferral Notice:” See Section 3(h) hereof.

“Deferral Period:” See Section 3(h) hereof.

“Effectiveness Deadline Date:” See Section 2(a) hereof.

“Effectiveness Period:” The period beginning on February 17, 2008 and ending on the earlier of (i) the sale pursuant to the Initial Shelf Registration Statement of all Registrable Securities thereunder and (ii) the expiration of the holding period applicable to such Registrable Securities held by persons not Affiliates of the Company under Rule 144(k) under the Securities Act.

“Event:” See Section 2(f) hereof.

“Event Date:” See Section 2(f) hereof.

“Exchange Act:” The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

“Holder:” See the third paragraph hereof.

“Initial Shelf Registration Statement:” See Section 2(a) hereof.

“Issue Date:” means February 12, 2004.

“Material Event:” See Section 3(h) hereof.

“Notice and Questionnaire:” A written notice delivered to the Company containing substantially the information called for by the Selling Securityholder Notice and Questionnaire attached as Annex A to the Offering Memorandum of the Company, dated February 12, 2004, relating to the PRIDES.

“Notice Holder:” On any date, any Holder that has delivered a Notice and Questionnaire to the Company on or prior to such date.

“PRIDES:” See the second paragraph hereof.

“Prospectus:” The prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 415 promulgated under the Securities Act), as amended or supplemented by any amendment or prospectus supplement, including post-effective amendments, and all materials incorporated by reference in such Prospectus.

“Purchase Agreement:” See the second paragraph hereof.

“Purchase Contract Agreement:” means the purchase contract agreement to be dated as of February 12, 2004, between the Company and The Bank of New York, as purchase contract agent.

“Record Holder:” With respect to an Event Date, the registered holder of such Registrable Security.

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“Registrable Securities:” The Underlying Common Stock, until the earliest of (i) its effective registration under the Securities Act and resale in accordance with the Registration Statement covering it, (ii) its sale to the public pursuant to Rule 144, or (iii) the expiration of the Effectiveness Period.

“Registration Statement:” Any registration statement of the Company that covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all materials incorporated by reference in such registration statement.

“Rule 144:” Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

“SEC:” The Securities and Exchange Commission.

“Securities Act:” The Securities Act of 1933, as amended, and the rules and regulations promulgated by the SEC thereunder.

“Settlement Rate:” See the second paragraph hereof.

“Shelf Registration Statement:” See Section 2(a) hereof.

“Subsequent Shelf Registration Statement:” See Section 2(c) hereof.

“TIA:” The Trust Indenture Act of 1939, as amended.

“Underlying Common Stock:” The Common Stock which is delivered upon settlement of the Purchase Contracts.

SECTION 2. Shelf Registration

(a) The Company shall prepare or cause to be prepared and shall use reasonable efforts to file or cause to be filed with the SEC a Registration Statement for an offering to be made on a delayed or continuous basis pursuant to Rule 415 of the Securities Act (a “Shelf Registration Statement”) registering the resale from time to time by Holders thereof of all of the Registrable Securities (the “Initial Shelf Registration Statement”). The Initial Shelf Registration Statement shall be on Form S-3 or another appropriate form permitting registration of such Registrable Securities for resale by such Holders in accordance with the methods of distribution elected by the Holders and set forth in the Initial Shelf Registration Statement; provided, that in no event will such method(s) of distribution take the form of an underwritten offering of the Registrable Securities without the prior agreement of the Company. The Company shall use reasonable efforts to cause the Initial Shelf Registration Statement to be declared effective under the Securities Act by a date (the “Effectiveness Deadline Date”) that is no later than the Business Day prior to February 17, 2008 and to keep the Initial Shelf Registration Statement (or any Subsequent Shelf Registration Statement) continuously effective under the Securities Act until the expiration of the Effectiveness Period, subject to the rights of the Company under Section 3(h) to create a Deferral Period. At the time the Initial Shelf

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Registration Statement is declared effective, each Holder that became a Notice Holder on or prior to the date ten (10) Business Days prior to such time of effectiveness shall be named as a selling securityholder in the Initial Shelf Registration Statement and the related Prospectus in such a manner as to permit such Holder to deliver such Prospectus to purchasers of Registrable Securities in accordance with applicable law.

(b) Upon the occurrence of an Early Settlement, a Merger Early Settlement or a Significant Corporate Action Early Settlement (as each term is defined in the Purchase Contract Agreement), the Company shall prepare or cause to be prepared and shall use reasonable efforts to file or cause to be filed with the SEC the Initial Shelf Registration Statement within ten (10) Business Days after the occurrence of such early settlement and to cause the Initial Shelf Registration Statement to be declared effective under the Securities Act as soon as practicable thereafter. The Company shall keep the Initial Shelf Registration Statement (or any Subsequent Shelf Registration Statement) continuously effective under the Securities Act until the expiration of the Effectiveness Period, subject to the rights of the Company under Section 3(h) to create a Deferral Period.

(c) If the Initial Shelf Registration Statement or any Subsequent Shelf Registration Statement ceases to be effective for any reason at any time during the Effectiveness Period, the Company shall use reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall within thirty (30) days of such cessation of effectiveness amend the Shelf Registration Statement in a manner reasonably expected by the Company to obtain the withdrawal of the order suspending the effectiveness thereof, or file an additional Shelf Registration Statement covering all of the Securities that as of the date of such filing are Registrable Securities (a “Subsequent Shelf Registration Statement”). If a Subsequent Shelf Registration Statement is filed, the Company shall use reasonable efforts to cause the Subsequent Shelf Registration Statement to become effective as promptly as is practicable after such filing and to keep such Registration Statement (or subsequent Shelf Registration Statement) continuously effective until the end of the Effectiveness Period.

(d) The Company shall supplement and amend the Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement if required by the Securities Act or, to the extent to which the Company does not reasonably object, as reasonably requested by Merrill Lynch.

(e) Each Holder of Underlying Common Stock agrees that if such Holder wishes to sell Underlying Common Stock pursuant to a Shelf Registration Statement and related Prospectus, it will do so only in accordance with this Section 2(e) and Section 3(h). Each Holder of Underlying Common Stock wishing to sell Underlying Common Stock pursuant to a Shelf Registration Statement and related Prospectus agrees to deliver a Notice and Questionnaire to the Company at least eight (8) but not more than twenty (20) Business Days prior to any intended resale of Underlying Common Stock under the Shelf Registration Statement. From and after the date the Initial Shelf Registration Statement is declared effective, the Company shall, as promptly as reasonably practicable after the date a Notice and Questionnaire is delivered, and in any event within five (5) Business Days after such date, (i) if required by applicable law, file with the SEC a post-effective amendment to the Shelf Registration Statement or prepare and, if

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required by applicable law, file a supplement to the related Prospectus or a supplement or amendment to any document incorporated therein by reference or file any other document required by the SEC so that the Holder delivering such Notice and Questionnaire is named as a selling securityholder in the Shelf Registration Statement and the related Prospectus in such a manner as to permit such Holder to deliver such Prospectus to purchasers of the Underlying Common Stock in accordance with applicable law and, if the Company shall file a post-effective amendment to the Shelf Registration Statement, use reasonable efforts to cause such post-effective amendment to be declared effective under the Securities Act as promptly as is practicable; (ii) provide such Holder copies of any documents filed pursuant to Section 2(e)(i); and (iii) notify such Holder as promptly as practicable after the effectiveness under the Securities Act of any post-effective amendment filed pursuant to Section 2(e)(i); provided, that if such Notice and Questionnaire is delivered during a Deferral Period, the Company shall so inform the Holder delivering such Notice and Questionnaire and shall take the actions set forth in clauses (i), (ii) and (iii) above upon expiration of the Deferral Period in accordance with Section 3(h). Notwithstanding anything contained herein to the contrary, the Company shall be under no obligation to name any Holder that is not a Notice Holder as a selling securityholder in any Registration Statement or related Prospectus; provided, however, that any Holder that becomes a Notice Holder pursuant to the provisions of Section 2(e) of this Agreement (whether or not such Holder was a Notice Holder at the time the Registration Statement was initially declared effective) shall be named as a selling securityholder in the Registration Statement or related Prospectus subject to and in accordance with the requirements of this Section 2(e).

(f) The parties hereto agree that the Holders of Underlying Common Stock will suffer damages, and that it would not be feasible to ascertain the extent of such damages with precision, if (i) the Initial Shelf Registration Statement has not been declared effective under the Securities Act on or prior to the Effectiveness Deadline Date, or (ii) the aggregate duration of Deferral Periods in any period exceeds the number of days permitted in respect of such period pursuant to Section 3(h) hereof (each of the events of a type described in any of the foregoing clauses (i) and (ii) are individually referred to herein as an "Event," and the Effectiveness Deadline Date in the case of clause (i), and the date on which the aggregate duration of Deferral Periods in any period exceeds the number of days permitted by Section 3(h) hereof in the case of clause (ii), being referred to herein as an "Event Date").

Accordingly, on any Event Date with respect to Record Holders of Underlying Common Stock, the Company agrees to deliver to such Holders, as damages and not as a penalty, a number of additional shares (the "Additional Shares"), deliverable on February 17, 2008, upon the occurrence of an Event described in 2(f)(i) or within ten (10) Business Days of the occurrence of an Event described in 2(f)(ii) to Record Holders of Underlying Common Stock, equal to 2.0% of the number of shares of Underlying Common Stock held by such Record Holder; provided however, if a Holder of Underlying Common Stock has not delivered a Notice and Questionnaire to the Company pursuant to Section 2(e) indicating that they wish to sell their Common Stock pursuant to the Initial Shelf Registration Statement, such Holder will not be entitled to receive the Additional Shares. Notwithstanding the foregoing, the parties agree that the sole remedy for a violation of the terms of this Agreement shall be the delivery of the Additional Shares.

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Notwithstanding the foregoing, no Additional Shares shall be delivered with respect to any Underlying Common Stock after (x) the date such security is no longer a Registrable Security and (y) the expiration of the Effectiveness Period.

All of the Company's obligations set forth in this Section 2(f) that are outstanding with respect to any Underlying Common Stock at the time such security ceases to be a Registrable Security shall survive until such time as all such obligations with respect to such security have been satisfied in full (notwithstanding termination of this Agreement pursuant to Section 7(j)).

The parties hereto agree that the Additional Shares provided for in this Section 2(f) constitute a reasonable estimate of the damages that may be incurred by Record Holders of Underlying Common Stock that are Registrable Securities by reason of the failure of the Shelf Registration Statement to be declared effective or available for effecting resales of Registrable Securities in accordance with the provisions hereof.

SECTION 3. Registration Procedures. In connection with the registration obligations of the Company under Section 2 hereof, the Company shall:

(a) Before filing any Registration Statement or Prospectus or any amendments or supplements thereto with the SEC, furnish to Merrill Lynch copies of all such documents proposed to be filed and give reasonable consideration to such comments as Merrill Lynch reasonably shall propose within three (3) Business Days of the delivery of such copies to Merrill Lynch.

(b) Subject to Section 3(h), prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable period specified in Section 2(a); cause the related Prospectus to be supplemented by any required Prospectus Supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; and use reasonable efforts to comply with the provisions of the Securities Act applicable to it with respect to the disposition of all securities covered by such Registration Statement during the Effectiveness Period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or such Prospectus as so supplemented.

(c) As promptly as practicable give notice to the Notice Holders and Merrill Lynch (i) when any Prospectus, Prospectus Supplement, Registration Statement or post-effective amendment to a Registration Statement (other than any such Prospectus Supplement, Registration Statement or post-effective amendment to a Registration Statement which is filed solely to name additional selling security holders or to reflect any other matters that are not of a material nature) has been filed with the SEC and, with respect to a Registration Statement or any post-effective amendment, when the same has been declared effective, (ii) of any request, following the effectiveness of the Initial Shelf Registration Statement under the Securities Act, by the SEC or any other

suspending the effectiveness of any Registration Statement or the initiation or threatening of any proceedings for that purpose, and (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, which notice may, at the discretion of the Company (or as required pursuant to Section 3(h)), state that it constitutes a Deferral Notice, in which event the provisions of Section 3(h) shall apply.

(d) Use all reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction in which they have been qualified for sale, in either case at the earliest possible moment.

(e) As promptly as reasonably practicable furnish to each Notice Holder and Merrill Lynch, upon their request and without charge, at least one (1) conformed copy of the Registration Statement and any amendment thereto, including financial statements, but excluding schedules, all documents incorporated or deemed to be incorporated therein by reference and all exhibits (unless requested in writing to the Company by such Notice Holder or Merrill Lynch, as the case may be).

(f) During the Effectiveness Period, deliver to each Notice Holder in connection with any sale of Underlying Common Stock pursuant to a Registration Statement, without charge, as many copies of the Prospectus or Prospectuses relating to such Registrable Securities (including each preliminary prospectus) and any amendment or supplement thereto as such Notice Holder may reasonably request; and the Company hereby consents (except during such periods that a Deferral Notice is outstanding and has not been revoked) to the use of such Prospectus or each amendment or supplement thereto by each Notice Holder in connection with any offering and sale of the Underlying Common Stock covered by such Prospectus or any amendment or supplement thereto in the manner set forth therein.

(g) Subject to Section 3(h), prior to any public offering of the Registrable Securities pursuant to the Shelf Registration Statement, use all reasonable efforts to register or qualify or cooperate with the Notice Holders in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any Notice Holder reasonably requests in writing (which request may be included in the Notice and Questionnaire); prior to any public offering of the Registrable Securities pursuant to the Shelf Registration Statement, use reasonable efforts to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period in connection with such Notice Holder's offer and sale of Registrable Securities pursuant to such registration or qualification (or exemption therefrom) and do any and all other acts or things necessary to enable the disposition in such jurisdictions of such Registrable Securities in the manner set forth in the relevant Registration Statement and the related Prospectus; provided, that the Company will not be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it is not otherwise qualified but for this Agreement or (ii) take any action that would

subject it to general service of process in suits or to taxation in any such jurisdiction where it is not then so subject.

(h) Upon (A) the issuance by the SEC of a stop order suspending the effectiveness of the Shelf Registration Statement or the initiation of proceedings with respect to the Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act, (B) the occurrence of any event or the existence of any fact (a "Material Event") as a result of which any Registration Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any Prospectus shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (C) the occurrence or existence of any pending corporate development that, in the discretion of the Company, makes it appropriate to suspend the availability of the Shelf Registration Statement and the related Prospectus, (i) in the case of clause (B) above, subject to the next sentence, as promptly as practicable prepare and file a post-effective amendment to such Registration Statement or a supplement to the related Prospectus or any document incorporated therein by reference or file any other required document that would be incorporated by reference into such Registration Statement and Prospectus so that such Registration Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and such Prospectus does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, and, in the case of a post-effective amendment to a Registration Statement, subject to the next sentence, use reasonable efforts to cause it to be declared effective as promptly as is reasonably practicable, and (ii) give notice to the Notice Holders that the availability of the Shelf Registration Statement is suspended (a "Deferral Notice") and, upon receipt of any Deferral Notice, each Notice Holder agrees not to sell any Registrable Securities pursuant to the Registration Statement until such Notice Holder's receipt of copies of the supplemented or amended Prospectus provided for in clause (i) above, or until it is advised in writing by the Company that the Prospectus may be used, and has received copies of any additional or supplemental filings that are incorporated or deemed incorporated by reference in such Prospectus. The Company will use all reasonable efforts to ensure that the use of the Prospectus may be resumed (x) in the case of clause (A) above, as promptly as practicable, (y) in the case of clause (B) above, as soon as, in the sole judgment of the Company, public disclosure of such Material Event would not be prejudicial to or contrary to the interests of the Company or, if necessary to avoid unreasonable burden or expense, as soon as reasonably practicable thereafter and (z) in the case of clause (C) above, as soon as, in the sole judgment of the Company, such suspension is no longer appropriate. The period during which the availability of the Registration Statement and any Prospectus is suspended (the "Deferral Period") shall, without the Company incurring any obligation to deliver Additional Shares pursuant to Section 2(e), not exceed thirty (30) days in any three (3) month period or ninety (90) days in any twelve (12) month period.

(i) Comply with all applicable rules and regulations of the SEC and make generally available to its securityholders earning statements (which need not be audited)

satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than forty-five (45) days after the end of any 12-month period (or ninety (90) days after the end of any 12-month period if such period is a fiscal year) commencing on the first day of the first fiscal quarter of the Company commencing after the effective date of a Registration Statement, which statements shall cover said 12-month periods.

(j) Cooperate with each Notice Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities sold pursuant to a Registration Statement, and cause such Registrable Securities to be registered in such names as such Notice Holder may request in writing at least two Business Days prior to any sale of such Registrable Securities.

SECTION 4. Holder's Obligations. Each Holder agrees that no Holder of Underlying Common Stock shall be entitled to sell any of such Underlying Common Stock pursuant to a Registration Statement or to receive a Prospectus relating thereto, unless such Holder has furnished the Company with a Notice and Questionnaire as required pursuant to Section 2(e) hereof (including the information required to be included in such Notice and Questionnaire) and the information set forth in the next sentence. Each Notice Holder agrees promptly to furnish to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Notice Holder not misleading and any other information regarding such Notice Holder and the distribution of such Underlying Common Stock as may be required to be disclosed in the Registration Statement under applicable law or pursuant to SEC comments. Each Holder further agrees, following termination of the Effective Period, to notify the Company within ten (10) Business Days of request, of the amount of Registrable Securities sold pursuant to the Registration Statement and, in the absence of a response, the Company may assume that all of the Holder's Underlying Common Stock were so sold.

SECTION 5. Registration Expenses. The Company shall bear all fees and expenses incurred in connection with the performance by the Company of its obligations under Sections 2 and 3 of this Agreement whether or not any of the Registration Statements are declared effective. Such fees and expenses shall include, without limitation, (i) all registration and filing fees (including, without limitation, reasonable fees and disbursements of the counsel specified in the next sentence in connection with Blue Sky qualifications of the Registrable Securities under the laws of such jurisdictions as the Notice Holders of a majority of the Registrable Securities being sold pursuant to a Registration Statement may designate), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) duplication expenses relating to copies of any Registration Statement or Prospectus delivered to any Holders hereunder, (iv) fees and disbursements of counsel for the Company in connection with the Shelf Registration Statement, and (v) reasonable fees and disbursements of the registrar and transfer agent for the Common Stock. In addition, the Company shall bear or reimburse the Notice Holders for the reasonable fees and disbursements of one firm of legal counsel for the Holders incurred in reviewing and commenting upon the Shelf Registration Statement prior to its effectiveness, which shall, upon the written consent of Merrill Lynch (which shall not be unreasonably withheld), be a nationally recognized law firm experienced in securities law matters designated by the Company. In addition, the Company shall pay the internal expenses of

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the Company (including, without limitation, all salaries and expenses of officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange on which the same securities of the Company are then listed and the fees and expenses of any person, including special experts, retained by the Company.

SECTION 6. Indemnification; Contribution.

(a) The Company agrees to indemnify and hold harmless Merrill Lynch and each Holder of Registrable Securities and each person, if any, who controls Merrill Lynch or any Holder of Registrable Securities within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, resulting from any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or resulting from any untrue statement or alleged untrue statement of a material fact included in any preliminary prospectus or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, provided that (subject to Section 6(d) below) any such settlement is effected with the prior written consent of the Company; and

(iii) subject to Section 6(c) below, against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by or on behalf of Merrill Lynch or any Holder of Registrable Securities and each person, if any, who controls Merrill Lynch or any such Holder of Registrable Securities expressly for use in the Registration Statement (or any amendment thereto), or any

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preliminary prospectus or the Prospectus (or any amendment or supplement thereto); provided, further, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense (1) arising from an offer or sale of Registrable Securities occurring during a Deferral Period, if a Notice Holder was

given a Deferral Notice, or (2) a Holder fails to deliver at or prior to the written confirmation of sale, the most recent Prospectus, as amended or supplemented, and such Prospectus, as amended or supplemented, would have corrected such untrue statement or alleged untrue statement of a material fact or would have included the omitted or allegedly omitted statement of a material fact.

(b) In connection with any Shelf Registration in which a Holder, including, without limitation, Merrill Lynch, of Registrable Securities is participating, in furnishing information relating to such Holder of Registrable Securities to the Company in writing expressly for use in such Registration Statement, any preliminary prospectus, the Prospectus or any amendments or supplements thereto, the Holders of such Registrable Securities agree, severally and not jointly, to indemnify and hold harmless Merrill Lynch and each person, if any, who controls Merrill Lynch within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and the Company, and each person, if any, who controls the Company within the meaning of either such Section, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Holder of Registrable Securities (which also acknowledges the indemnity provisions herein) or any person, if any, who controls any such Holder of Registrable Securities expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

Merrill Lynch agrees to indemnify and hold harmless the Company, the Holders of Registrable Securities, and each person, if any, who controls the Company or any Holder of Registrable Securities within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), or any preliminary prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with written information furnished to the Company by or on behalf of Merrill Lynch expressly for use in the Registration Statement (or any amendment thereto) or such preliminary prospectus or the Prospectus (or any amendment or supplement thereto).

(c) Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. The indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified

party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (a) the fees and expenses of more than one separate firm (in addition to any local counsel) for Merrill Lynch, Holders of Registrable Securities, and all persons, if any, who control Merrill Lynch or Holders of Registrable Securities within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, collectively (b) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, its directors, and each person, if any, who controls the Company within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for Merrill Lynch, Holders of Registrable Securities, and control persons of Merrill Lynch and Holders of Registrable Securities, such firm shall be designated in writing by Merrill Lynch. In the case of any such separate firm for the Company, and such directors, officers and control persons of the Company, such firm shall be designated in writing by the Company. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than forty-five (45) days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least thirty (30) days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. Notwithstanding the immediately preceding sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, an indemnifying party shall not be liable for any settlement effected without its consent if such indemnifying party (i) reimburses such indemnified party in accordance with such request to the extent it considers such request to be reasonable and (ii) provides written notice to the indemnified party substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an

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

(d) If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its written consent if (i) such settlement is entered into more than forty-five (45) days after receipt by such indemnifying party of aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least thirty (30) days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement. Notwithstanding the immediately preceding sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for

fees and expenses of counsel, an indemnifying party shall not be liable for any settlement of the nature contemplated by Section 6(a)(ii) effected without its consent if such indemnifying party (1) reimburses such indemnified party in accordance with such request to the extent it considers such request to be reasonable and (2) provides written notice to the indemnified party substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement.

(e) If the indemnification provided for in this Section 6 is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative fault of the Company on the one hand and the Holders of the Registrable Securities or Merrill Lynch on the other hand shall be determined by reference to, among other things, whether any such 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 by the Holders of the Registrable Securities or Merrill Lynch and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6(e) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 6(e). The aggregate amount of losses, liabilities, claims, damages, and expenses incurred by an indemnified party and referred to above in this Section 6(e) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

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Notwithstanding the provisions of this Section 6, neither the Holder of any Registrable Securities nor Merrill Lynch, shall be required to indemnify or contribute any amount in excess of the amount by which the total price at which the Registrable Securities sold by such Holder of Registrable Securities or by Merrill Lynch, as the case may be, and sold to institutional investors exceeds the amount of any damages that such Holder of Registrable Securities or Merrill Lynch has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission.

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

For purposes of this Section 6(e), each person, if any, who controls Merrill Lynch or any Holder of Registrable Securities within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as Merrill Lynch or such Holder, 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 shall have the same rights to contribution as the Company.

SECTION 7. Miscellaneous; No Conflicting Agreements. The Company is not, as of the date hereof, a party to, nor shall the Company, on or after the date of this Agreement, enter into any agreement with respect to its securities that conflicts with the rights granted to the Holders of Registrable Securities in this Agreement. The Company represents and warrants that the rights granted to the Holders of Registrable Securities hereunder do not conflict in any material respect with the rights granted to the holders of the Company securities under any other agreements.

(a) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the Company has obtained the written consent of Holders of a majority of the then outstanding Underlying Common Stock constituting Registrable Securities (with Holders of PRIDES deemed to be the Holders, for purposes of this Section, of the number of outstanding shares of Underlying Common Stock that are deliverable for such PRIDES at the Settlement Rate as of the date on which such consent is requested). Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders of Registrable Securities may be given by Holders of at least a majority of the Registrable Securities being sold by such Holders pursuant to such Registration Statement; provided, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence. Each Holder of Registrable Securities outstanding at the time of any such amendment, modification, supplement, waiver or consent or thereafter shall be bound by any such amendment, modification, supplement, waiver or consent effected pursuant to this Section 8(a), whether or not any notice, writing or marking indicating such amendment, modification, supplement, waiver or consent appears on the Registrable Securities or is delivered to such Holder.

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(b) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, by telecopier, by courier guaranteeing overnight delivery or by first-class mail, return receipt requested, and shall be deemed given (i) when made, if made by hand delivery, (ii) upon confirmation, if made by telecopier, (iii) one (1) Business Day after being deposited with such courier, if made by overnight courier or (iv) on the date indicated on the notice of receipt, if made by first-class mail, to the parties as follows:

(w) if to a Holder of Registrable Securities that is not a Notice Holder, at the address for such Holder then appearing in the Registrar (as defined in the Indenture);

(x) if to a Notice Holder, at the most current address given by such Holder to the Company in a Notice and Questionnaire or any amendment thereto;

(y) if to the Company, to:

Affiliated Managers Group, Inc.

600 Hale Street
Prides Crossing, MA 01965
Attention: Treasurer
Telecopier No.: (617) 747-3380

with a copy to:

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Attention: Martin Carmichael III
Telecopier No.: (617) 523-1231

and

(z) if to Merrill Lynch, to:

Merrill Lynch & Co.,
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
4 World Financial Center
New York, New York 10080
Attention: Paul A. Pepe
Telecopy No.: (212) 449-6714

or to such other address as such person may have furnished to the other persons identified in this Section 8(b) in writing in accordance herewith.

(c) Approval of Holders. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its affiliates (as such term is defined in Rule 405 under the Securities Act) (other than Merrill Lynch or subsequent Holders of Registrable Securities if such subsequent

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Holders are deemed to be such affiliates solely by reason of their holdings of such Registrable Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(d) Successors and Assigns. Any person who purchases any Registrable Securities from Merrill Lynch shall be deemed, for purposes of this Agreement, to be an assignee of Merrill Lynch. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties and shall inure to the benefit of and be binding upon each Holder of any Registrable Securities.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(h) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

(i) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and the registration rights granted by the Company with respect to the Registrable Securities. Except as provided in the Purchase Agreement, there are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein, with respect to the registration rights granted by the Company with respect to the Registrable Securities. This Agreement supersedes all prior agreements and undertakings among the parties solely with respect to such registration rights.

(j) Termination. This Agreement and the obligations of the parties hereunder shall terminate upon the end of the Effectiveness Period, except for any liabilities or obligations under Sections 4, 5 or 6 hereof and the obligations to make payments of and provide for Additional Shares under Section 2(f) hereof to the extent such damages accrue prior to the end of the Effectiveness Period, each of which shall remain in effect in accordance with its terms.

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IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

AFFILIATED MANAGERS GROUP, INC.

By: /s/ Darrell W. Crate
Darrell W. Crate
Executive Vice President and
Chief Financial Officer

Accepted as of the date
first above written:

MERRILL LYNCH & CO.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Jay C. Horgen
Authorized Signatory
