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): August 24, 2026

Charter Communications, Inc.
CCO Holdings, LLC
CCO Holdings Capital Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

001-33664 **001-37789** **333-112593-01**	**84-1496755** **86-1067239** **20-0257904**
(Commission File Number)	*(I.R.S. Employer Identification Number)*

400 Washington Blvd.
Stamford, Connecticut 06902
(Address of principal executive offices including zip code)

(203) 905-7801
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, $.001 Par Value	CHTR	NASDAQ Global Select Market
Series A Cumulative Redeemable Preferred Stock, $.001 Par Value	CHTRP	NASDAQ Global Select Market

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

Emerging growth company ☐

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

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

As previously reported, on August 19, 2026, Charter Communications, Inc. ("Charter") and its subsidiaries completed the transactions (the "Transaction") contemplated by the Transaction Agreement, dated as of May 16, 2025, by and among Charter, Charter Communications Holdings, LLC and Cox Enterprises, Inc. ("Cox Enterprises"), pursuant to which Charter acquired the commercial fiber and managed IT and cloud services businesses of Cox Communications, LLC (formerly known as Cox Communications, Inc., "Cox Communications") and Cox Enterprises contributed the residential cable business of Cox Communications to Charter Communications Operating, LLC ("CCO"). In connection with the closing of the Transaction, Charter and its subsidiaries entered into the following supplemental indentures to add certain subsidiaries of Cox Enterprises and Charter as additional guarantors and grant security interests in collateral.

Pursuant to the requirements of the Amended and Restated Credit Agreement, dated as of March 18, 1999, as amended and restated as of April 26, 2019 (as amended by Amendment No. 1, dated as of October 24, 2019, as further amended by Amendment No. 2, dated as of May 26, 2022, as further amended by Amendment No. 3, dated as of February 10, 2023, as further amended by Amendment No. 4, dated as of March 23, 2023, as further amended by Amendment No. 5, dated as of December 7, 2023, as further amended by Amendment No. 6, dated as of December 3, 2024, as further amended by Amendment No. 7, dated as of May 6, 2026 and as may be further amended, amended and restated, supplemented, restated or otherwise modified from time to time, the "Charter Credit Agreement"), by and among CCO Holdings, LLC, as holdings, CCO, as borrower, the lenders party thereto and Bank of America, N.A. ("BofA"), as administrative agent, on August 24, 2026, certain Cox entities became guarantors of and granted liens on substantially all of the assets and pledges of equity interest directly owned by them as collateral to secure the obligations under the Charter Credit Agreement by executing, among other things, an assumption agreement with BofA. Such Cox entities have also become guarantors under each of the indentures described below and have granted liens on such assets as collateral to secure the obligations under such indentures. With respect to the Cox Indenture (as defined below), the current guarantors of Charter's secured debt, including the Charter Credit Agreement, the CCO Indenture (as defined below), the TWC Indenture (as defined below) and the TWCE Indenture (as defined below), have become guarantors of the Cox Indenture and have granted liens on such assets that constitute collateral under Charter's secured debt to secure the obligations under the Cox Indenture.

As a result, each series of secured notes across the combined Charter and Cox capital structure benefits from the same collateral and obligors, such that the obligations under the notes issued under the CCO Indenture, the TWC Indenture, the TWCE Indenture and the Cox Indenture and the obligations under the Charter Credit Agreement are guaranteed and secured on a pari passu basis.

CCO Thirtieth Supplemental Indenture.

CCO, Charter Communications Operating Capital Corp. (together with CCO, the "Issuers"), the new guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, entered into a Thirtieth Supplemental Indenture, entered into and dated as of August 24, 2026, to the Indenture, dated as of July 23, 2015, as previously supplemented (the "CCO Indenture"), to, among other things, add certain Cox entities as note guarantors. The foregoing description does not purport to be complete and is qualified in its entirety by reference to Exhibit 4.1 hereto.

Cox Twenty-Third Supplemental Indenture.

Cox Communications, the new guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, entered into a Twenty-Third Supplemental Indenture, entered into and dated as of August 24, 2026, to the Indenture, entered into and dated as of June 27, 1995, as previously supplemented (the "Cox Indenture"), to add certain Charter subsidiaries and Cox entities as note guarantors. The foregoing description does not purport to be complete and is qualified in its entirety by reference to Exhibit 4.2 hereto. The Cox Indenture, including supplements thereto, is filed as Exhibits 4.7 through 4.19.

TWC Eleventh Supplemental Indenture.

Time Warner Cable, LLC ("TWC"), the new guarantors party thereto and The Bank of New York Mellon, as trustee, entered into an Eleventh Supplemental Indenture, dated as of August 24, 2026, to the Indenture, entered into and dated as of April 9, 2007, as previously supplemented (the "TWC Indenture"), to, among other things, add certain Cox entities as note guarantors. The foregoing description does not purport to be complete and is qualified in its entirety by reference to Exhibit 4.3 hereto.

TWCE Twentieth Supplemental Indenture.

Time Warner Cable Enterprises LLC ("TWCE"), the new guarantors party thereto and The Bank of New York Mellon, as trustee, entered into a Twentieth Supplemental Indenture, entered into and dated as of August 24, 2026, to the Indenture, dated as of April 30, 1992, as previously supplemented (the "TWCE Indenture"), to, among other things, add certain Cox entities as additional guarantors. The foregoing description does not purport to be complete and is qualified in its entirety by reference to Exhibit 4.4 hereto.

ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference. In connection with the Transaction, certain Cox entities have guaranteed the outstanding notes issued under the CCO Indenture, the TWC Indenture and the TWCE Indenture, and certain Charter subsidiaries and Cox entities have guaranteed the obligations of Cox Communications under the Cox Indenture and granted security interests in collateral for the benefit of holders, in each case as described in Item 1.01 above.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit Number	Description
4.1	Thirtieth Supplemental Indenture, dated as of August 24, 2026, among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp., as issuers, CCO Holdings, LLC, the subsidiary guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.
4.2	Twenty-Third Supplemental Indenture, dated as of August 24, 2026, among Cox Communications, Inc., the guarantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent.
4.3	Eleventh Supplemental Indenture, dated as of August 24, 2026, among Time Warner Cable, LLC, the guarantors named therein and The Bank of New York Mellon, as trustee.
4.4	Twentieth Supplemental Indenture, dated as of August 24, 2026, among Time Warner Cable Enterprises LLC, the guarantors named therein and The Bank of New York Mellon, as trustee.
4.5	Indenture, dated as of June 27, 1995, among Cox Communications, Inc. and The Bank of New York as Trustee.
4.6	Officer's Certificate of Cox Communications, Inc., dated as of July 27, 1998.
4.7	Eighth Supplemental Indenture, dated as of December 1, 2006, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.8	Ninth Supplemental Indenture, dated as of June 5, 2008, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.

Exhibit Number	Description
4.9	Eleventh Supplemental Indenture, dated as of February 20, 2009, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.10	Twelfth Supplemental Indenture, dated as of November 29, 2012, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.11	Thirteenth Supplemental Indenture, dated as of May 1, 2013, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.12	Fourteenth Supplemental Indenture, dated as of December 8, 2014, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.13	Fifteenth Supplemental Indenture, dated as of September 13, 2016, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.14	Sixteenth Supplemental Indenture, dated as of August 7, 2017, among Cox Communications, Inc. as Issuer and The Bank of New York Trust Company, N.A. as Trustee.
4.15	Eighteenth Supplemental Indenture, dated as of September 17, 2020, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Trust Company, N.A. as Trustee.
4.16	Nineteenth Supplemental Indenture, dated as of June 2, 2021, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Trust Company, N.A. as Trustee.
4.17	Twentieth Supplemental Indenture, dated as of June 20, 2023, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Trust Company, N.A. as Trustee.
4.18	Twenty-First Supplemental Indenture, dated as of January 19, 2024, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Trust Company, N.A. as Trustee.
4.19	Twenty-Second Supplemental Indenture, dated as of August 20, 2024, among Cox Communications, Inc. as Issuer, Cox Enterprises, Inc. as Guarantor and The Bank of New York Trust Company, N.A. as Trustee.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, each of Charter Communications, Inc., CCO Holdings, LLC and CCO Holdings Capital Corp. has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

CHARTER COMMUNICATIONS, INC.,
Registrant

By: /s/ Kevin D. Howard
Name: Kevin D. Howard
Title: Executive Vice President, Chief Accounting Officer and Controller

Date: August 24, 2026

CCO HOLDINGS, LLC,
Registrant

By: /s/ Kevin D. Howard
Name: Kevin D. Howard
Title: Executive Vice President, Chief Accounting Officer and Controller

Date: August 24, 2026

CCO HOLDINGS CAPITAL CORP.,
Registrant

By: /s/ Kevin D. Howard
Name: Kevin D. Howard
Title: Executive Vice President, Chief Accounting Officer and Controller

Date: August 24, 2026

Exhibit 4.1

THIRTIETH SUPPLEMENTAL INDENTURE

THIRTIETH SUPPLEMENTAL INDENTURE, dated as of August 24, 2026 (this *"Supplemental Indenture"),* among each of the parties named on Schedule I hereto (collectively, the *"New Guarantors"*), Charter Communications Operating, LLC, a Delaware limited liability company ("*CCO"*), Charter Communications Operating Capital Corp., a Delaware corporation (together with CCO, the *"Issuers"*) and The Bank of New York Mellon Trust Company, N.A., a national banking association, as trustee (the *"Trustee"*) and collateral agent (the *"Collateral Agent"*) under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, the Issuers and CCO Safari II, LLC, a Delaware limited liability company, have heretofore executed and delivered to the Trustee an Indenture, dated as of July 23, 2015, as amended by the First Supplemental Indenture, dated as of July 23, 2015, the Second Supplemental Indenture, dated as of May 18, 2016, the Third Supplemental Indenture, dated as of May 18, 2016, the Fourth Supplemental Indenture, dated as of November 1, 2016, the Fifth Supplemental Indenture, dated as of April 20, 2017, the Sixth Supplemental Indenture, dated as of July 6, 2017, the Seventh Supplemental Indenture, dated as of September 18, 2017, the Eighth Supplemental Indenture, dated as of December 21, 2017, the Ninth Supplemental Indenture, dated as of April 17, 2018, the Tenth Supplemental Indenture, dated as of July 3, 2018, the Eleventh Supplemental Indenture, dated as of July 27, 2018, the Twelfth Supplemental Indenture, dated as of January 17, 2019, Thirteenth Supplemental Indenture, dated as of June 21, 2019, Fourteenth Supplemental Indenture, dated as of July 10, 2019, Fifteenth Supplemental Indenture, dated as of October 24, 2019, Sixteenth Supplemental Indenture, dated as of April 17, 2020, Seventeenth Supplemental Indenture, dated as of November 19, 2020, Eighteenth Supplemental Indenture, dated as of December 4, 2020, Nineteenth Supplemental Indenture, dated as of March 4, 2021, Twentieth Supplemental Indenture, dated as of June 2, 2021, Twenty-First Supplemental Indenture, dated as of October 12, 2021, Twenty-Second Supplemental Indenture, dated as of March 15, 2022, Twenty-Third Supplemental Indenture, dated as of November 7, 2023, Twenty-Fourth Supplemental Indenture, dated as of November 10, 2023, Twenty-Fifth Supplemental Indenture, dated as of May 14, 2024, Twenty-Sixth Supplemental Indenture, dated as of September 2, 2025, Twenty-Seventh Supplemental Indenture, dated as of August 12, 2026, Twenty-Eighth Supplemental Indenture, dated as of August 18, 2026 and Twenty-Ninth Supplemental Indenture, dated as of August 24, 2026 (as amended, supplemented or otherwise modified, the *"Indenture"*), providing for the issuance of the Issuers' Notes;

WHEREAS, the Issuers desire to add the New Guarantors as Note Guarantors under the Indenture; and

WHEREAS, pursuant to Section 9.01(4) of the Indenture, the Trustee, the Collateral Agent, the Issuers and other Note Guarantors, if any, are authorized to execute and deliver this Supplemental Indenture to add the Note Guarantees by the New Guarantors.

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

1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words *"herein," "hereof"* and *"hereby"* and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. Agreement to Guarantee. Each of the New Guarantors hereby agrees, jointly and severally with each other and all existing guarantors (if any), to unconditionally guarantee the Issuers' Obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes and to perform all of the obligations and agreements of a Note Guarantor under the Indenture until released pursuant to the terms of the Indenture. Each of the New Guarantors will be entitled to the benefits set forth in Article 10 of the Indenture, including the release provisions set forth in Section 10.02(b) of the Indenture.

3. Notices. All notices or other communications to the New Guarantors shall be given as provided in Section 12.02 of the Indenture.

4. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

5. Governing Law. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

6. Trustee Makes No Representation. The recitals contained herein shall be taken as the statements of the Issuers, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

7. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

8. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

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

CHARTER COMMUNICATIONS OPERATING, LLC

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

CHARTER COMMUNICATIONS OPERATING CAPITAL CORP.

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

THE NEW GUARANTORS NAMED ON SCHEDULE I HERETO

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

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

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

By: /s/ Terence Rawlins
Name: Terence Rawlins
Title: Vice President

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

By: /s/ Terence Rawlins
Name: Terence Rawlins
Title: Vice President

Schedule I

New Guarantors

1. CCO Holdings, LLC
2. BPRF Holdings, LLC, a Delaware limited liability company
3. CB Commercial Devices, LLC, a Delaware limited liability company
4. CCI Corporate Services, LLC, a Delaware limited liability company
5. CCI Devices, LLC, a Delaware limited liability company
6. Cox Advanced Services Arizona, LLC, a Delaware limited liability company
7. Cox Advanced Services Arkansas, LLC, a Delaware limited liability company
8. Cox Advanced Services California, LLC, a Delaware limited liability company
9. Cox Advanced Services Connecticut, LLC, a Delaware limited liability company
10. Cox Advanced Services Florida, LLC, a Delaware limited liability company
11. Cox Advanced Services Georgia, LLC, a Delaware limited liability company
12. Cox Advanced Services Idaho, LLC, a Delaware limited liability company
13. Cox Advanced Services Iowa, LLC, a Delaware limited liability company
14. Cox Advanced Services Kansas, LLC, a Delaware limited liability company
15. Cox Advanced Services Louisiana, LLC, a Delaware limited liability company
16. Cox Advanced Services Nebraska, LLC, a Delaware limited liability company
17. Cox Advanced Services Nevada, LLC, a Delaware limited liability company
18. Cox Advanced Services North Carolina, LLC, a Delaware limited liability company
19. Cox Advanced Services Ohio, LLC, a Delaware limited liability company
20. Cox Advanced Services Oklahoma, LLC, a Delaware limited liability company
21. Cox Advanced Services Rhode Island, LLC, a Delaware limited liability company
22. Cox Advanced Services Virginia, LLC, a Delaware limited liability company
23. Cox Arizona Telcom, L.L.C., a Delaware limited liability company
24. Cox Arkansas Telcom, L.L.C., a Delaware limited liability company
25. Cox California Telcom, L.L.C., a Delaware limited liability company
26. Cox Colorado Telcom, L.L.C., a Delaware limited liability company
27. Cox Communications Arizona, LLC, a Delaware limited liability company
28. Cox Communications California, LLC, a Delaware limited liability company

29. Cox Communications EBD Holdings, LLC, a Delaware limited liability company
30. Cox Communications Georgia, LLC, a Delaware limited liability company
31. Cox Communications Gulf Coast, LLC, a Delaware limited liability company
32. Cox Communications Hampton Roads, L.L.C., a Delaware limited liability company
33. Cox Communications Kansas, L.L.C., a Delaware limited liability company
34. Cox Communications Las Vegas, LLC, a Delaware limited liability company
35. Cox Communications Louisiana, L.L.C., a Delaware limited liability company
36. Cox Communications Missouri, LLC, a Delaware limited liability company
37. Cox Communications NCC, LLC, a Delaware limited liability company
38. Cox Communications Omaha, L.L.C., a Delaware limited liability company
39. Cox Communications Tower, LLC, a Delaware limited liability company
40. Cox Communications, LLC, a Delaware limited liability company
41. Cox Connecticut Telcom, L.L.C., a Delaware limited liability company
42. Cox Florida Telcom, L.P., a Delaware limited partnership
43. Cox HMS, LLC, a Delaware limited liability company
44. Cox Horizon Growth, LLC, a Delaware limited liability company
45. Cox Idaho Telcom, L.L.C., a Delaware limited liability company
46. Cox Iowa Telcom, L.L.C., a Delaware limited liability company
47. Cox Kansas Telcom, L.L.C., a Delaware limited liability company
48. Cox LAHC, LLC, a Delaware limited liability company
49. Cox Media, L.L.C., a Delaware limited liability company
50. Cox Missouri Telcom, LLC, a Delaware limited liability company
51. Cox Nebraska Telcom, L.L.C., a Delaware limited liability company
52. Cox Nevada Telcom, L.L.C., a Delaware limited liability company
53. Cox North Carolina Telcom, L.L.C., a Delaware limited liability company
54. Cox Ohio Telcom, L.L.C., a Delaware limited liability company
55. Cox Oklahoma Telcom, L.L.C., a Delaware limited liability company
56. Cox Rhode Island Telcom, L.L.C., a Delaware limited liability company
57. Cox TMI, LLC, a Delaware limited liability company
58. Cox Virginia Telcom, L.L.C., a Virginia limited liability company

59. Cox Wireless Access, LLC, a Delaware limited liability company
60. Cox/Charter Master Cable Advertising, LLC, a Delaware limited liability company
61. CoxCom, LLC, a Delaware limited liability company
62. Fiber Platform Blocker, LLC, a Delaware limited liability company
63. FIBER PLATFORM HOLDINGS, LLC, a Delaware limited liability company
64. FIBER PLATFORM, LLC, a Delaware limited liability company
65. Hospitality Network Louisiana, L.L.C., a Delaware limited liability company
66. Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
67. Hospitality Network, L.L.C., a Delaware limited liability company
68. Logicworks Systems, LLC, a Delaware limited liability company
69. RapidScale, LLC, a California limited liability company
70. TMI Partner Holdings, LLC, a Delaware limited liability company
71. Unite Private Networks-Illinois, L.L.C., a Delaware limited liability company
72. UPN Intermediate Holdings LLC, a Delaware limited liability company

Exhibit 4.2

COX COMMUNICATIONS, INC.,

as Issuer

THE GUARANTORS PARTY NAMED ON SCHEDULE I HERETO,

as guarantors

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

as Trustee and Collateral Agent

TWENTY-THIRD SUPPLEMENTAL INDENTURE

Dated as of August 24, 2026

Supplement to Indenture

Dated as of June 27, 1995

TWENTY-THIRD SUPPLEMENTAL INDENTURE, dated as of the 24th day of August, 2026, between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the "**Company**"), and each of the entities listed on Schedule I hereto (collectively, the "**Guarantors**") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, as trustee (the "**Trustee**") and as collateral agent (the "**Collateral Agent**");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (as amended or supplemented prior to the date hereof, the "**Original Indenture**" and, as amended by this Supplemental Indenture and as it may be amended or supplemented subsequent to the date hereof, the "**Indenture**")**,** providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "**Debt Securities**"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company's Board of Directors, pursuant to appropriate resolutions of Board of Directors or other applicable governing bodies of the New Guarantors, has duly determined to make, execute and deliver to the Trustee, this Supplemental Indenture to the Original Indenture in order to establish the terms of, and to provide for the grant of, full and unconditional guarantees (the "**Guarantees**") by the Guarantors of the Company's obligations with respect to its 3.500% Notes due 2027, 6.800% Debentures due 2028, 6.950% Medium Term Notes due 2028, 5.450% Notes due 2028, 1.800% Notes due 2030, 2.600% Notes due 2031, 5.700% Notes due 2033, 5.45% Notes due 2034, 4.800% Notes due 2035, 6.450% Notes due 2036, 6.950% Notes due 2038, 8.375% Notes due 2039, 4.700% Notes due 2042, 4.500% Notes due 2043, 4.600% Notes due 2047, 2.950% Notes due 2050, 3.600% Notes due 2051, 5.800% Notes due 2053 and 5.95% Notes due 2054 each issued pursuant to the Original Indenture (collectively, the **"Notes"**) and the Company's obligations under the Indenture;

WHEREAS, on May 16, 2025, Charter Communications, Inc., a Delaware corporation ("**Charter**"), Charter Communications Holdings, LLC, and Cox Enterprises, Inc. ("Cox Enterprise") entered into a Transaction Agreement pursuant to which Charter acquired the commercial fiber and managed IT and cloud services businesses of the Company and Cox Enterprise contributed the residential cable business of Cox Communications to Charter Communications Operating, LLC, a Delaware limited liability company and wholly-owned subsidiary of Charter ("**CCO**") (the "**Transaction**");

WHEREAS, in connection with the Transaction, CCO and the Company desire to amend and supplement the Original Indenture to (i) add certain subsidies of Charter and certain subsidiaries of the Company as additional guarantors for the Debt Securities and (ii) provide for the grant of security interests in the Collateral for the benefit of the Holders to secure the obligations of the Company and the Guarantors under the Indenture;

WHEREAS, Section 9.01(i) of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to add guarantees with respect to the Debt Securities of any series or to secure the Debt Securities;

WHEREAS, all things necessary to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the New Guarantors, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to provide for the Guarantees and the grant of security interests in the Collateral, and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes of an applicable series, as follows:

ARTICLE 1
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the Notes and the Guarantees, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"**Administrative Agent**" means the administrative agent under the Charter Credit Agreement.

"**Charter Credit Agreement**" means the Amended and Restated Credit Agreement, dated as of March 18, 1999, as amended and restated as of April 26, 2019, as amended by Amendment No. 1 on October 24, 2019, as amended by Amendment No. 2 on May 26, 2022, as amended by Amendment No. 3 on February 10, 2023, as amended by Amendment No. 4 on March 23, 2023, as amended by Amendment No. 5 on December 7, 2023, as amended by Amendment No. 6 on December 3, 2024 and as amended by Amendment No. 7 on May 6, 2026, by and among CCO Holdings, LLC, a Delaware limited liability company, as holdings, CCO, as the borrower, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other parties thereto together with the related documents thereto (including any term loans and revolving loans thereunder, any guarantees and security documents), as further amended, extended, renewed, restated, supplemented or otherwise modified (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any agreement (and related document) governing indebtedness incurred to refinance, in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under such credit agreement or a successor credit agreement, whether by the same or any other lender or group of lenders; *provided* that this Supplemental Indenture shall not constitute the Charter Credit Agreement.

"**Collateral**" means all property and assets, whether now owned or hereafter acquired, in which Liens are, from time to time, purported to be granted to secure the Note Obligations pursuant to the Security Documents.

"**Collateral Agent**" means The Bank of New York Mellon Trust Company, N.A. until a successor replaces it and, thereafter, means such successor.

"**Collateral Agreement**" means the Collateral Agreement, dated as of the date hereof by and among the Company, the Collateral Agent and the other grantors party thereto from time to time, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

"**Collateral Release Event**" shall occur on the first date when (A) there is no Equally and Ratably Secured Indebtedness outstanding (or, all Equally and Ratably Secured Indebtedness outstanding on such date shall cease to constitute Equally and Ratably Secured Indebtedness substantially concurrently with the release of the Liens on the Collateral securing the Notes and the Note Guarantees) and (B) the Company has delivered an Officers' Certificate to the Trustee and the Collateral Agent certifying that the condition set forth in clause (A) above is satisfied.

"Debt Securities" has the meaning specified in the first recital hereof.

"**Equally and Ratably Secured Indebtedness**" means all Indebtedness For Borrowed Money of CCO or a Material Subsidiary of CCO that is secured by any Lien on any assets of CCO or any of its Material Subsidiaries that is not a Permitted Lien.

"Guarantee" or **"Guarantees"** has the meaning specified in the recitals hereof.

"Guarantor" has the meaning specified in the first paragraph hereof.

"**Guaranty Agreement**" means a supplemental indenture to the Indenture, in a form reasonably satisfactory to the Trustee, pursuant to which a Guarantor guarantees the Company's obligations with respect to the Notes on the terms provided for in Article 2.

"Holder," in the case of any Note of a particular series, means the Person in whose name such Note is registered in the Debt Security Register.

"**Indebtedness For Borrowed Money**" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all indebtedness of such Person evidenced by bonds, debentures, notes or similar instruments and (c) all Guarantee obligations of such Person with respect to indebtedness of the type described in clauses (a) and (b) above of others. The Indebtedness For Borrowed Money of any Person shall include the Indebtedness For Borrowed Money of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other contractual relationship with such entity, except to the extent the terms of such Indebtedness For Borrowed Money provide that such Person is not liable therefor.

"Note Obligations" means the Obligations as defined in the Collateral Agreement.

"Notes" has the meaning specified in the recitals hereof.

"**Secured Parties**" means, collectively, the Collateral Agent, the Holders and the Trustee.

"**Security Documents**" means the Collateral Agreement, and any other mortgages, deeds of trust, deeds to secure debt, security agreements, pledge agreements, agency agreements and other instruments and documents executed and delivered pursuant to the Indenture or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time and pursuant to which Collateral is pledged, assigned or granted to or on behalf of the Collateral Agent for the ratable benefit of the Trustee and the Holders.

"**Supplemental Indenture**" means this Twenty-Third Supplemental Indenture.

"**Termination Date**" shall have the meaning set forth in Section 201(f).

"**Trustee**" has the meaning specified in the first paragraph hereof.

Section 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

Section 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions, if any, reference is made herein.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Notes of the applicable series, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

ARTICLE 2
GUARANTEE

Section 201 Guarantee.

(a) The New Guarantors hereby fully and unconditionally guarantee the Notes of each series and the obligations of the Company thereunder and under the Indenture, and guarantee to each Holder of a Note of such series authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes of such series will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes of such series will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes of such series; and (ii) in case of any extension of time of payment or renewal of any Notes of such series or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The New Guarantors hereby agree that, in the event of a default in payment of principal (or premium, if any) or interest on an applicable series of Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of such Notes of such series, subject to the terms and conditions set forth in the Indenture, directly against the New Guarantors to enforce the Guarantee without first proceeding against the Company or any other guarantor. The New Guarantors agree that if, after the occurrence and during the continuance of an Event of Default with respect to an applicable series of Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes of such series, to collect interest on the Notes of such series, or to enforce or exercise any other right or remedy with respect to the Notes of such series, the New Guarantors will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders. Any term or provision of this Supplemental Indenture to the contrary notwithstanding, the maximum aggregate amount of the Obligations guaranteed hereunder by each New Guarantor shall not exceed the maximum amount that can be hereby guaranteed without rendering this Supplemental Indenture, as it relates to such New Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

(c) With respect to an applicable series of Notes, unless and until the Termination Date (as defined herein) has occurred, or the New Guarantors shall be released in accordance with Section 204 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the New Guarantors shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes of such series, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the New Guarantors waive diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under any series of Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the New Guarantors with respect to such obligations (other than the defense that the Termination Date has occurred or the New Guarantors have been released in accordance with Section 204 of this Supplemental Indenture). The New Guarantors understand and agree that this Agreement shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of a particular series of Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the New Guarantors have knowledge thereof): (i) the validity, regularity or enforceability of the Notes of such series or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under such series of Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes of such series on the date hereof), (iv) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes of such series, at law, in equity or otherwise) with respect to the Company's obligations under such series of Notes and under the Indenture or (v) any other circumstance whatsoever (with or without notice to or knowledge of the New Guarantors) which constitutes, or might be construed to constitute, an equitable or legal discharge of the New Guarantors under the Guarantee contained in this Article 2, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the New Guarantors in accordance with Section 204 of this Supplemental Indenture).

(e) The New Guarantors further agree that, as between the New Guarantors, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under an applicable series of Notes guaranteed hereby may be accelerated as provided in Article VI of the Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the New Guarantors for the purpose of this Guarantee.

(f) Subject to Section 204 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 2 shall remain in full force and effect until all the obligations of the Company under such series of Notes and under the Indenture shall have been satisfied by payment in full (such date, the "**Termination Date**").

(g) The Guarantee by the New Guarantors of a series of Notes shall be independent of and shall not be affected by the Guarantee by the New Guarantor of any other series of Notes.

(h) For the avoidance of doubt, none of the New Guarantors are Guarantors under the Indenture. The guarantee of the New Guarantors is granted solely pursuant to and in accordance with the terms set forth in this Article 2.

Section 202 Subrogation. The New Guarantors shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the New Guarantors pursuant to its *Guarantee; provided, however,* that if an Event of Default has occurred and is continuing with respect to a series of Notes, the New Guarantors shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the applicable series of Notes shall have been paid in full.

Section 203 Reinstatement. Subject to Section 204 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to such series of Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the New Guarantors, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the New Guarantors or any substantial part of its property, or otherwise, all as though such payments had not been made.

Section 204 Release of Guarantee. Any New Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes of an applicable series, the Indenture and the Guarantee of such series of Notes without any action required on the part of the Trustee or any Holder:

(a) upon the occurrence of a Collateral Release Event;

(b) at such time as such New Guarantor is either: (i) not an issuer or guarantor of any item of Indebtedness for Borrowed Money (whether by repayment or otherwise) and any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its Guarantee); or (ii) released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness for Borrowed Money (whether by repayment or otherwise) and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its Guarantee);

(c) upon the release by the Administrative Agent of the Guarantee (as defined in the Guarantee and Collateral Agreement (as defined in the Charter Credit Agreement)) of such New Guarantor;

(d) upon the consummation of any transaction not prohibited by the Indenture that results in such New Guarantor ceasing to be a subsidiary of CCO;

(e) upon any covenant defeasance or legal defeasance with respect to such series of Notes and the Indenture, or upon the discharge of the Company's obligations with respect to such series of Notes and obligations under the Indenture in accordance with its terms;

(f) upon (i) the consolidation or merger by the Company with or into any Person or (ii) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of Cox Enterprise; or

(g) upon (i) the consolidation or merger by Cox Enterprise with or into any Person or (ii) the conveyance, transfer or lease of all or substantially all the assets of Cox Enterprise, such that the Company ceases to be a subsidiary of Cox Enterprise.

The release of the New Guarantors' Guarantee of an applicable series of Notes hereunder shall be independent of and shall not be affected by the release of the New Guarantors' Guarantee of any other series of Notes. At the request and sole expense of the Company following any such termination, Collateral Agent shall execute and deliver to the Company such documents as the Company shall reasonably request to evidence such termination.

Section 205 Execution and Delivery. The New Guarantors hereby agree that the Guarantee of an applicable series of Notes will remain in full force and effect notwithstanding any failure to endorse on each Note of such series a notation of such Guarantee.

ARTICLE 3
MISCELLANEOUS PROVISIONS

The Trustee and the Collateral Agent make no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture and the Guarantee or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantors, the Trustee and the Collateral Agent (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of the Indenture or the Guarantees and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of the Indenture or the Guarantees in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually, electronically or by facsimile.

EACH OF THE COMPANY, THE GUARANTORS, THE TRUSTEE, THE COLLATERAL AGENT AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, **"Applicable Tax Law")** that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC., as Issuer

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

COX COMMUNICATIONS, INC., as Issuer

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

COX ENTERPRISES, INC., as Guarantor

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

EACH OF THE GUARANTORS LISTED ON SCHEDULE I HERETO, as a Guarantor

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

[Signature Page to CCI Supplemental Indenture]

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

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

[Signature Page to CCI Supplemental Indenture]

SCHEDULE I

Note Guarantors

CCO Holdings, LLC
Bresnan Broadband Holdings, LLC
CCO NR Holdings, LLC
Charter Communications ASC, LLC
Charter Communications, LLC
Charter Communications SSC, LLC
Charter Communications VI HoldCo, LLC
Charter Communications VI, L.L.C.
Charter Distribution, LLC
Charter Leasing Holding Company, LLC
Charter Procurement Leasing, LLC
DukeNet Communications, LLC
Spectrum Advanced Services, LLC
Spectrum Gulf Coast, LLC
Spectrum Mid-America, LLC
Spectrum Mobile Equipment, LLC
Spectrum Mobile, LLC
Spectrum New York Metro, LLC
Spectrum NLP, LLC
Spectrum Northeast, LLC
Spectrum Oceanic, LLC
Spectrum Originals Development, LLC
Spectrum Originals, LLC
Spectrum Pacific West, LLC
Spectrum Reach, LLC
Spectrum RSN, LLC
Spectrum Southeast, LLC
Spectrum Sunshine State, LLC
Spectrum TV Essentials, LLC
Spectrum Wireless Holdings, LLC
Time Warner Cable Enterprises LLC
Time Warner Cable, LLC
TWC Administration LLC
TWC Communications, LLC
TWC SEE Holdco LLC

Exhibit 4.3

TIME WARNER CABLE, LLC,

the guarantors named on Schedule I hereto,

the guarantors named on Schedule II hereto

and

THE BANK OF NEW YORK MELLON,
as Trustee

ELEVENTH SUPPLEMENTAL INDENTURE

Dated as of August 24, 2026

Supplemental to Indenture

Dated as of April 9, 2007

ELEVENTH SUPPLEMENTAL INDENTURE

THIS ELEVENTH SUPPLEMENTAL INDENTURE among TIME WARNER CABLE, LLC, a Delaware limited liability company (the "Company"), the guarantors named on Schedule I hereto (the "Cox Guarantors"), the guarantors named on Schedule II hereto (the "Charter Guarantors" and, together with the Cox Guarantors, the "New Guarantors") and THE BANK OF NEW YORK MELLON, as trustee (the "Trustee"), is made and entered into as of August 24, 2026.

WITNESSETH

WHEREAS, the Company (as successor to Time Warner Cable Inc.), Time Warner Cable Enterprises LLC (as successor to Time Warner Entertainment Company, L.P., a Delaware limited partnership ("TWE")), and the Trustee have heretofore executed and delivered an Indenture, dated as of April 9, 2007, as supplemented by the First Supplemental Indenture dated as of April 9, 2007, the Second Supplemental Indenture dated as of September 30, 2012, the Third Supplemental Indenture dated as of May 18, 2016, the Fourth Supplemental Indenture dated as of May 18, 2016 (the "Fourth Supplemental Indenture"), the Fifth Supplemental Indenture, dated as of November 1, 2016 (the "Fifth Supplemental Indenture"), the Sixth Supplemental Indenture, dated as of December 21, 2017, the Seventh Supplemental Indenture, dated as of July 27, 2018, the Eighth Supplemental Indenture, dated as of June 21, 2019 (the "Eighth Supplemental Indenture"), the Ninth Supplemental Indenture, dated as of September 6, 2019 and the Tenth Supplemental Indenture, dated as of November 19, 2020 (as so supplemented, the "Indenture"), providing for, among other things, (i) the issuance from time to time of the Company's debentures, notes, bonds or other evidences of indebtedness (hereinafter called "Securities") in one or more fully registered series and (ii) the guarantees of the Securities by the guarantors party thereof;

WHEREAS, Section 9.01(11) of the Indenture provides that the Company and the Trustee may enter into one or more supplemental indentures for the purpose of adding additional guarantors in respect of the Securities;

WHEREAS, on May 16, 2025, Charter Communications, Inc., a Delaware corporation ("Charter"), Charter Communications Holdings, LLC ("Charter Holdings") and Cox Enterprises, Inc. ("Cox Enterprises") entered into a Transaction Agreement pursuant to which Charter acquired the commercial fiber and managed IT and cloud services businesses of Cox Communications, Inc. ("Cox Communications") and Cox Enterprises contributed the residential cable business of Cox Communications to Charter Holdings (the "Transactions");

WHEREAS, in connection with the Transactions, the Company desires to add the New Guarantors as additional guarantors under the Indenture;

WHEREAS, Article Two, clause (b) of the Fourth Supplemental Indenture provides that the guarantee of each of the New Guarantors (as defined in the Fourth Supplemental Indenture) shall terminate and be of no further force or effect and each such New Guarantor shall be automatically released from all obligations under the Indenture, the Securities and such guarantee upon receipt by the Trustee of a certificate of a Responsible Officer of the Company certifying that such New Guarantor is released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness For Borrowed Money (whether by repayment or otherwise) and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally or Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee), and Article Two of the Fourth Supplemental Indenture further provides that the Trustee agrees to execute a supplemental indenture to evidence the release of any New Guarantor under such Article Two and any obligations under the Indenture upon the request of the Company in compliance with Section 1.02 of the Indenture;

WHEREAS, Article Three, clause (b) of the Fifth Supplemental Indenture provides that the guarantee of each of the Additional Guarantors (as defined in the Fifth Supplemental Indenture) shall terminate and be of no further force or effect and each such Additional Guarantor shall be automatically released from all obligations under the Indenture, the Securities and such guarantee upon receipt by the Trustee of a certificate of a Responsible Officer of the Company certifying that such Additional Guarantor is released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness For Borrowed Money (whether by repayment or otherwise) and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally or Ratably Secured Indebtedness (or such Additional Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee), and Article Three of the Fifth Supplemental Indenture further provides that the Trustee agrees to execute a supplemental indenture to evidence the release of any Additional Guarantor under such Article Three and any obligations under the Indenture upon the request of the Company in compliance with Section 1.02 of the Indenture;

WHEREAS, Article Three, clause (b) of the Eighth Supplemental Indenture provides that the guarantee of each of the Other Guarantors (as defined in the Eighth Supplemental Indenture) shall terminate and be of no further force or effect and each such Other Guarantor shall be automatically released from all obligations under the Indenture, the Securities and such guarantee upon receipt by the Trustee of a certificate of a Responsible Officer of the Company certifying that such Other Guarantor is released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness For Borrowed Money (whether by repayment or otherwise) and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally or Ratably Secured Indebtedness (or such Other Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee), and Article Three of the Eighth Supplemental Indenture further provides that the Trustee agrees to execute a supplemental indenture to evidence the release of any Other Guarantor under such Article Three and any obligations under the Indenture upon the request of the Company in compliance with Section 1.02 of the Indenture;

WHEREAS, as of the date hereof, each of the entities named on Schedule III hereto (the "Released Guarantors") have been released from their obligations as guarantors under the Credit Agreement, and substantially concurrently herewith, each Released Guarantor will cease to be a guarantor of any Equally and Ratably Secured Indebtedness;

WHEREAS, Section 9.01(12) of the Indenture provides that the Company and the Trustee may enter into one or more supplemental indentures to make any other change that does not adversely affect the rights of the Holders (as defined in the Indenture) of any or all series of Securities;

WHEREAS, the Company and the New Guarantors have duly authorized the execution and delivery of this Eleventh Supplemental Indenture to provide for the addition of the New Guarantors and the release the guarantees by the Released Guarantors;

WHEREAS, this Eleventh Supplemental Indenture is being executed pursuant to and in accordance with Article Two of the Fourth Supplemental Indenture, Article Three of the Fifth Supplemental Indenture, Article Three of the Eighth Supplemental Indenture and Section 9.01 of the Indenture; and

WHEREAS, all things necessary to make this Eleventh Supplemental Indenture a valid agreement of the Company and the New Guarantors in accordance with its terms have been done.

NOW THEREFORE:

In consideration of the premises provided for herein, the Company, the New Guarantors and the Trustee mutually covenant and agree for the equal and proportionate benefit of all Holders of the Securities as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01 *Incorporation of Previous Documents.*

This Eleventh Supplemental Indenture is a supplemental indenture within the meaning of the Indenture and shall be read together therewith, and shall have the same effect as though all the provisions thereof and hereof were contained in one instrument. Unless otherwise expressly provided, the provisions of the Indenture are incorporated herein by reference.

Section 1.02 *Definitions.*

Except as otherwise expressly provided herein or unless the context otherwise requires, each capitalized term that is used in this Eleventh Supplemental Indenture but not defined herein shall have the meaning specified in the Indenture. The terms “hereof,” “herein,” “hereunder” and other words of similar import refer to this Eleventh Supplemental Indenture.

Section 1.03 *Parties.*

Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Eleventh Supplemental Indenture or the Indenture or any provision herein or therein contained.

Section 1.04 *Governing Law.*

THIS ELEVENTH SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 1.05 *Severability.*

In case any provision in this Eleventh Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 1.06 *Ratification of Indenture; Supplemental Indenture Part of Indenture.*

Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Eleventh Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of the Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 1.07 *Acceptance by Trustee.*

The Trustee accepts the amendments to the Indenture effected by this Eleventh Supplemental Indenture. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals or statements contained herein, which shall be taken as the statements of the parties hereto other than the Trustee and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity or execution or sufficiency of this Eleventh Supplemental Indenture and the Trustee makes no representation with respect thereto.

Section 1.08 *Counterparts.*

This Eleventh Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Eleventh Supplemental Indenture and of signature pages by PDF transmission shall constitute effective execution and delivery of this Eleventh Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by PDF shall be deemed to be their original signatures for all purposes.

Section 1.09 *Interpretation.*

This document shall not be used and is not intended to be used to interpret any other document or agreement other than the Indenture.

Section 1.10 *Headings.*

The headings of the Articles and the Sections in this Eleventh Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

ARTICLE TWO

RELEASE OF GUARANTEE

The Trustee hereby acknowledges, without recourse, representation or warranty, that the guarantee of each of the Released Guarantors has been terminated as of the date hereof and shall be of no further force or effect, and each of the Released Guarantors has been released from all obligations under the Indenture, the Securities and such guarantee.

ARTICLE THREE

AGREEMENT TO GUARANTEE

By execution of this Eleventh Supplemental Indenture, each of the New Guarantors will fully, irrevocably and unconditionally guarantee, to each Holder of Securities and to the Trustee and its successors and assigns (i) the full and punctual payment of principal of and interest on the Securities when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Company under the Indenture (including obligations to the Trustee) and the Securities and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Company under the Indenture and the Securities; provided that such guarantee shall terminate and be of no further force or effect and such New Guarantor shall be automatically released from all obligations hereunder and under the Indenture, any Securities and this guarantee if at least one of the following conditions has been met:

(a) upon the occurrence of a Collateral Release Event;

(b) at such time as such New Guarantor is either (in all cases whether by repayment or otherwise): (A) not an issuer or guarantor of any item of Indebtedness for Borrowed Money and any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee); or (B) released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness for Borrowed Money and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee);

(c) upon the sale, disposition, exchange or other transfer (including through merger, consolidation, amalgamation or otherwise) of (i) all or substantially all the assets of or (ii) any Equity Interests of the capital stock (including any sale, disposition or other transfer following which the applicable New Guarantor is no longer a Subsidiary), of such New Guarantor if such sale, disposition, exchange or other transfer is made in a manner not in violation of this Indenture;

(d) at such time such New Guarantor ceases to be guarantee obligations (whether by repayment or otherwise) under the Credit Agreement or any replacement thereof; and

(e) upon the exercise of any legal defeasance option or covenant defeasance option under this Indenture or if any obligations relating to the Securities are discharged or defeased in accordance with the terms of this Indenture.

Unless otherwise defined herein, capitalized terms used in this Article Three shall have the meanings ascribed to them in that certain Indenture, dated as of July 23, 2015, as amended, supplemented and modified from time to time, by and among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp. and CCO Safari II, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, mutatis mutandis.

The Trustee agrees to execute a supplemental indenture to evidence the release of any New Guarantor hereunder and any obligations under the Indenture upon the request of the Company in compliance with Section 1.02 of the Indenture; provided that the release shall be effective whether or not such supplemental indenture is executed.

For the avoidance of doubt, none of the New Guarantors are Guarantors under the Indenture. The guarantee of the New Guarantors is granted solely pursuant to and in accordance with the terms set forth in this Article Three.

The Company hereby certifies to the Trustee that the issuer and guarantors of the Securities after giving effect to this Eleventh Supplemental Indenture are set forth on Schedule IV hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

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

TIME WARNER CABLE, LLC

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

THE GUARANTORS NAMED ON SCHEDULE I HERETO

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

THE GUARANTORS NAMED ON SCHEDULE II HERETO

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

[Signature Page to Eleventh Supplemental Indenture]

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Terence Rawlins
Name: Terence Rawlins
Title: Vice President[

[Signature Page to Eleventh Supplemental Indenture]

Schedule I

Cox Guarantors

BPRF Holdings, LLC, a Delaware limited liability company
CB Commercial Devices, LLC, a Delaware limited liability company
CCI Corporate Services, LLC, a Delaware limited liability company
CCI Devices, LLC, a Delaware limited liability company
Cox Advanced Services Arizona, LLC, a Delaware limited liability company
Cox Advanced Services Arkansas, LLC, a Delaware limited liability company
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Cox Colorado Telcom, L.L.C., a Delaware limited liability company
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Cox Communications California, LLC, a Delaware limited liability company
Cox Communications EBD Holdings, LLC, a Delaware limited liability company
Cox Communications Georgia, LLC, a Delaware limited liability company
Cox Communications Gulf Coast, LLC, a Delaware limited liability company
Cox Communications Hampton Roads, L.L.C., a Delaware limited liability company
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Cox Communications Tower, LLC, a Delaware limited liability company
Cox Communications, LLC, a Delaware limited liability company
Cox Connecticut Telcom, L.L.C., a Delaware limited liability company
Cox Florida Telcom, L.P., a Delaware limited partnership
Cox HMS, LLC, a Delaware limited liability company
Cox Horizon Growth, LLC, a Delaware limited liability company
Cox Idaho Telcom, L.L.C., a Delaware limited liability company
Cox Iowa Telcom, L.L.C., a Delaware limited liability company
Cox Kansas Telcom, L.L.C., a Delaware limited liability company
Cox LAHC, LLC, a Delaware limited liability company

Cox Media, L.L.C., a Delaware limited liability company
Cox Missouri Telcom, LLC, a Delaware limited liability company
Cox Nebraska Telcom, L.L.C., a Delaware limited liability company
Cox Nevada Telcom, L.L.C., a Delaware limited liability company
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Cox TMI, LLC, a Delaware limited liability company
Cox Virginia Telcom, L.L.C., a Virginia limited liability company
COX WIRELESS ACCESS, LLC, a Delaware limited liability company
COX/CHARTER MASTER CABLE ADVERTISING, LLC, a Delaware limited liability company
CoxCom, LLC, a Delaware limited liability company
Fiber Platform Blocker, LLC, a Delaware limited liability company
FIBER PLATFORM HOLDINGS, LLC, a Delaware limited liability company
FIBER PLATFORM, LLC, a Delaware limited liability company
Hospitality Network Louisiana, L.L.C., a Delaware limited liability company
Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
Hospitality Network, L.L.C., a Delaware limited liability company
Logicworks Systems, LLC, a Delaware limited liability company
RapidScale, LLC, a California limited liability company
TMI Partner Holdings, LLC, a Delaware limited liability company
Unite Private Networks-Illinois, L.L.C. a Delaware limited liability company
UPN Intermediate Holdings LLC, a Delaware limited liability company

Schedule II

Charter Guarantors

Charter Communications ASC, LLC
Charter Communications SSC, LLC

Schedule III

Released Guarantors

Time Warner Cable Information Services (Colorado), LLC
Time Warner Cable Information Services (Hawaii), LLC
Time Warner Cable Information Services (Idaho), LLC
Time Warner Cable Information Services (Illinois), LLC
Time Warner Cable Information Services (Indiana), LLC
Time Warner Cable Information Services (Kansas), LLC
Time Warner Cable Information Services (Kentucky), LLC
Time Warner Cable Information Services (Maine), LLC
Time Warner Cable Information Services (Massachusetts), LLC
Time Warner Cable Information Services (Michigan), LLC
Time Warner Cable Information Services (Missouri), LLC
Time Warner Cable Information Services (Nebraska), LLC
Time Warner Cable Information Services (New Hampshire), LLC
Time Warner Cable Information Services (New Jersey), LLC
Time Warner Cable Information Services (New Mexico) LLC
Time Warner Cable Information Services (New York), LLC
Time Warner Cable Information Services (North Carolina), LLC
Time Warner Cable Information Services (Ohio), LLC
Time Warner Cable Information Services (Pennsylvania), LLC
Time Warner Cable Information Services (South Carolina), LLC
Time Warner Cable Information Services (Tennessee), LLC
Time Warner Cable Information Services (Texas), LLC
Time Warner Cable Information Services (Virginia), LLC
Time Warner Cable Information Services (Washington), LLC
Time Warner Cable Information Services (West Virginia), LLC
Time Warner Cable Information Services (Wisconsin), LLC
TWC Media Blocker LLC
TWC Security LLC
TWC Wireless LLC
BHN Home Security Services, LLC
American Cable Entertainment Company, LLC
Bresnan Microwave of Montana, LLC
CC Systems, LLC
CCO Transfers, LLC
Charter Advanced Services (MN), LLC
Charter Advanced Services (MO), LLC
Charter Advanced Services VIII (MN), LLC
Charter Communications Entertainment I, LLC
Charter Communications Entertainment II, LLC
Charter Communications Operating Capital Corp.
Charter Communications Operating, LLC
Charter Communications VII, LLC
Charter Fiberlink - Alabama, LLC
Charter Fiberlink – Illinois, LLC
Charter Helicon, LLC
Falcon Cable Communications, LLC
Helicon Partners I, L.P.

Long Beach, LLC
Phone Transfers (AL), LLC
Phone Transfers (CA), LLC
Phone Transfers (GA), LLC
Phone Transfers (NC), LLC
Phone Transfers (TN), LLC
Phone Transfers (VA), LLC
The Helicon Group, L.P.
VOIP Transfers (AL), LLC
VOIP Transfers (CA) LLC
VOIP Transfers (GA), LLC
VOIP Transfers (NC), LLC
VOIP Transfers (TN), LLC
VOIP Transfers (VA), LLC
TC Technology LLC
TWC/Charter Los Angeles Cable Advertising, LLC

Schedule IV

Issuers and Guarantors of the Securities

BPRF Holdings, LLC, a Delaware limited liability company
Bresnan Broadband Holdings, LLC
CB Commercial Devices, LLC, a Delaware limited liability company
CCI Corporate Services, LLC, a Delaware limited liability company
CCI Devices, LLC, a Delaware limited liability company
CCO Holdings, LLC
CCO NR Holdings, LLC
Charter Communications ASC, LLC
Charter Communications SSC, LLC
Charter Communications VI HoldCo, LLC
Charter Communications VI, L.L.C.
Charter Communications, LLC
Charter Distribution, LLC
Charter Leasing Holding Company, LLC
Charter Procurement Leasing, LLC
Cox Advanced Services Arizona, LLC, a Delaware limited liability company
Cox Advanced Services Arkansas, LLC, a Delaware limited liability company
Cox Advanced Services California, LLC, a Delaware limited liability company
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CoxCom, LLC, a Delaware limited liability company
DukeNet Communications, LLC
Fiber Platform Blocker, LLC, a Delaware limited liability company
FIBER PLATFORM HOLDINGS, LLC, a Delaware limited liability company
FIBER PLATFORM, LLC, a Delaware limited liability company
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Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
Hospitality Network, L.L.C., a Delaware limited liability company
Logicworks Systems, LLC, a Delaware limited liability company
RapidScale, LLC, a California limited liability company
Spectrum Advanced Services, LLC
Spectrum Gulf Coast, LLC
Spectrum Mid-America, LLC
Spectrum Mobile Equipment, LLC
Spectrum Mobile, LLC
Spectrum New York Metro, LLC
Spectrum NLP, LLC
Spectrum Northeast, LLC
Spectrum Oceanic, LLC
Spectrum Originals Development, LLC
Spectrum Originals, LLC
Spectrum Pacific West, LLC
Spectrum Reach, LLC
Spectrum RSN, LLC
Spectrum Southeast, LLC
Spectrum Sunshine State, LLC
Spectrum TV Essentials, LLC
Spectrum Wireless Holdings, LLC

Time Warner Cable Enterprises LLC
Time Warner Cable, LLC
TMI Partner Holdings, LLC, a Delaware limited liability company
TWC Administration LLC
TWC Communications, LLC
TWC SEE Holdco LLC
Unite Private Networks-Illinois, L.L.C. a Delaware limited liability company
UPN Intermediate Holdings LLC, a Delaware limited liability company

Exhibit 4.4

TIME WARNER CABLE ENTERPRISES LLC,

the guarantors named on Schedule I hereto,

the guarantors named on Schedule II hereto

and

THE BANK OF NEW YORK MELLON.,
as Trustee

Twentieth Supplemental Indenture

Dated as of August 24, 2026

TWENTIETH SUPPLEMENTAL INDENTURE, dated as of August 24, 2026 among TIME WARNER CABLE ENTERPRISES LLC, a Delaware limited liability company ("TWCE"), the guarantors named on Schedule I hereto (the "Cox Guarantors"), the guarantors named on Schedule II hereto (the "Charter Guarantors" and, together with Cox Guarantors, the "New Guarantors") and THE BANK OF NEW YORK MELLON, a banking corporation duly organized and existing under the laws of New York, as Trustee (the "Trustee").

RECITALS

TWCE (as successor to Time Warner Entertainment Company, L.P.), Time Warner Cable, LLC (as successor to Time Warner Cable Inc.), and the Trustee are parties to an Indenture dated as of April 30, 1992, as amended by a First Supplemental Indenture dated as of June 30, 1992, a Second Supplemental Indenture dated as of December 9, 1992, a Third Supplemental Indenture dated as of October 12, 1993, a Fourth Supplemental Indenture dated as of March 29, 1994, a Fifth Supplemental Indenture dated as of December 28, 1994, a Sixth Supplemental Indenture dated as of September 29, 1997, a Seventh Supplemental Indenture dated as of December 29, 1997, an Eighth Supplemental Indenture dated as of December 9, 2003, a Ninth Supplemental Indenture dated as of November 1, 2004, a Tenth Supplemental Indenture dated as of October 18, 2006, an Eleventh Supplemental Indenture dated as of November 2, 2006, a Twelfth Supplemented Indenture dated as of September 30, 2012, a Thirteenth Supplemental Indenture dated as of May 18, 2016 (the "Thirteenth Supplemental Indenture"), the Fourteenth Supplemental Indenture dated as of November 1, 2016 (the "Fourteenth Supplemental Indenture"), the Fifteenth Supplemental Indenture dated as of December 21, 2017, the Sixteenth Supplemental Indenture dated as of July 27, 2018, the Seventeenth Supplemental Indenture dated as of June 21, 2019 (the "Seventeenth Supplemental Indenture"), the Eighteenth Supplemental Indenture dated as of September 6, 2019 and the Nineteenth Supplemental Indenture dated as of November 19, 2020 (as so supplemented, the "Indenture"), providing for, among other things, (i) the issuance from time to time of unsecured debentures, notes or other evidences of indebtedness (the "Securities"), to be issued in one or more series as provided in the Indenture and (ii) the guaranties of the Securities by the guarantors party thereof.

WHEREAS, Section 901(7) of the Indenture provides that TWCE may enter into one or more supplemental indentures in order to secure or guarantee any series of the Securities;

WHEREAS, on May 16, 2025, Charter Communications, Inc., a Delaware corporation ("Charter"), Charter Communications Holdings, LLC ("Charter Holdings"), and Cox Enterprises, Inc. ("Cox Enterprises") entered into a Transaction Agreement pursuant to which Charter acquired the commercial fiber and managed IT and cloud services businesses of Cox Communications, Inc. ("Cox Communications") and Cox Enterprises contributed the residential cable business of Cox Communications to Charter Holdings. (the "Transaction");

WHEREAS, in connection with the Transaction, TWCE desires to add the New Guarantors as additional guarantors under the Indenture;

WHEREAS, Article Two, clause (d) of the Thirteenth Supplemental Indenture provides that a guarantee by any New Guarantor (as defined in the Thirteenth Supplemental Indenture) shall terminate and be of no further force or effect and such New Guarantor shall be automatically released from all obligations under the Indenture, the Securities and such guarantee upon receipt by the Trustee of an Officers' Certificate certifying that such New Guarantor ceases to guarantee obligations (whether by repayment or otherwise) under the Credit Agreement or any replacement thereof;

WHEREAS, Article Three, clause (d) of the Fourteenth Supplemental Indenture provides that a guarantee by any Additional Guarantor (as defined in the Fourteenth Supplemental Indenture) shall terminate and be of no further force or effect and such Additional Guarantor shall be automatically released from all obligations under the Indenture, the Securities and such guarantee upon receipt by the Trustee of an Officers' Certificate certifying that such Additional Guarantor ceases to guarantee to guarantee Indebtedness for Borrowed Money (whether by repayment or otherwise) under the Credit Agreement or any replacement thereof;

WHEREAS, Article Three, clause (d) of the Seventeenth Supplemental Indenture provides that a guarantee by any Other Guarantor (as defined in the Seventeenth Supplemental Indenture) shall terminate and be of no further force or effect and such Other Guarantor shall be automatically released from all obligations under the Indenture, the Securities and such guarantee upon receipt by the Trustee of an Officers' Certificate certifying that such Other Guarantor ceases to guarantee Indebtedness for Borrowed Money (whether by repayment or otherwise) under the Credit Agreement or any replacement thereof;

WHEREAS, each of the guarantors named on Schedule III hereto (collectively, the "Released Guarantors") has ceased to be a guarantor under the Credit Agreement in a manner not in violation of the Indenture;

WHEREAS, Section 901(10) of the Indenture provides that the Trustee may enter into one or more indentures supplemental for the purposes of supplementing the Indenture which may be inconsistent with any other provision of the Indenture provided that such action shall not adversely affect the interest of the Holders (as defined in the Indenture) of Securities of any series in any material respect;

WHEREAS, Article Two of the Thirteenth Supplemental Indenture provides that the Trustee agrees to execute a supplemental indenture to evidence the release of any New Guarantor thereunder;

WHEREAS, Article Three of the Fourteenth Supplemental Indenture provides that the Trustee agrees to execute a supplemental indenture to evidence the release of any Additional Guarantor thereunder;

WHEREAS, Article Three of the Seventeenth Supplemental Indenture provides that the Trustee agrees to execute a supplemental indenture to evidence the release of any Other Guarantor thereunder;

WHEREAS, TWCE and the New Guarantors have duly authorized the execution and delivery of this Twentieth Supplemental Indenture to provide for the addition of the New Guarantors and the release of Released Guarantors;

WHEREAS, this Twentieth Supplemental Indenture is being executed pursuant to and in accordance with Article Two of the Thirteenth Supplemental Indenture, Article Three of the Fourteenth Supplemental Indenture, Article Three of the Seventeenth Supplemental Indenture and Section 901 of the Indenture; and

WHEREAS, all things necessary to make this Twentieth Supplemental Indenture a valid and binding agreement of TWCE and the New Guarantors in accordance with its terms have been done.

NOW, THEREFORE, WITNESSETH:

For and in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Securities, as follows:

ARTICLE ONE

INCORPORATION OF PREVIOUS DOCUMENTS

Section 1.01 Incorporation of Previous Documents.

This Twentieth Supplemental Indenture is a supplemental indenture within the meaning of the Indenture and shall be read together therewith, and shall have the same effect as though all the provisions thereof and hereof were contained in one instrument. Unless otherwise expressly provided, the provisions of the Indenture are incorporated herein by reference.

Section 1.02 Definitions.

Unless otherwise provided herein and specified in Article Two or Article Three below, the terms used herein shall have the meanings ascribed to such terms in the Indenture.

Section 1.03 Governing Law.

This Twentieth Supplemental Indenture, the Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

Section 1.04 Trustee.

The Trustee makes no representation as to the validity or sufficiency of this Twentieth Supplemental Indenture, except as to the satisfaction of the Trustee with the form hereof. The recitals and statements herein are deemed to be those of the parties hereto other than the Trustee.

Section 1.05 Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1.06 Interpretation.

This document shall not be used and is not intended to be used to interpret any other document or agreement other than the Indenture.

ARTICLE TWO

RELEASE OF GUARANTEE

The Trustee hereby acknowledges, without recourse, representation or warranty, that the guarantee of each of the Released Guarantors has been terminated as of the date hereof and shall be of no further force or effect and each of the Released Guarantors has been released from all obligations under the Indenture, the Securities and such guarantee.

ARTICLE THREE

AGREEMENT TO GUARANTEE

By execution of this Twentieth Supplemental Indenture, each of the New Guarantors will fully, irrevocably and unconditionally guarantee, to each Holder of Securities and to the Trustee and its successors and assigns (i) the full and punctual payment of principal of and interest on the Securities when due, whether at maturity, by acceleration, by redemption or otherwise, and all other monetary obligations of the Obligors under the Indenture (including obligations to the Trustee) and the Securities and (ii) the full and punctual performance within applicable grace periods of all other obligations of the Obligors under the Indenture and the Securities; provided that such guarantee shall terminate and be of no further force or effect and such New Guarantor shall be automatically released from all obligations hereunder and under the Indenture, any Securities and this guarantee if at least one of the following conditions has been met:

(a) upon the occurrence of a Collateral Release Event;

(b) at such time as such New Guarantor is either (in all cases whether by repayment or otherwise): (A) not an issuer or guarantor of any item of Indebtedness for Borrowed Money and any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee); or (B) released or relieved as an issuer or guarantor of its obligations of an item of Indebtedness for Borrowed Money and not an issuer or guarantor of any other Equally and Ratably Secured Indebtedness and ceases (or substantially concurrently will cease) to be the guarantor of any Equally and Ratably Secured Indebtedness (or such New Guarantor's obligations with respect to all Equally and Ratably Secured Indebtedness shall cease to exist substantially concurrently with such release of its guarantee);

(c) upon the sale, disposition, exchange or other transfer (including through merger, consolidation, amalgamation or otherwise) of (i) all or substantially all the assets of or (ii) any Equity Interests of the capital stock (including any sale, disposition or other transfer following which the applicable New Guarantor is no longer a Subsidiary), of such New Guarantor if such sale, disposition, exchange or other transfer is made in a manner not in violation of this Indenture;

(d) at such time such New Guarantor ceases to guarantee obligations (whether by repayment or otherwise) under the Credit Agreement or any replacement thereof; and

(e) upon the exercise of any legal defeasance option or covenant defeasance option under this Indenture or if any obligations relating to the Securities are discharged or defeased in accordance with the terms of this Indenture.

Unless otherwise defined herein, capitalized terms used in this Article Three shall have the meanings ascribed to them in that certain Indenture, dated as of July 23, 2015, as amended, supplemented and modified from time to time, by and among Charter Communications Operating, LLC, Charter Communications Operating Capital Corp. and CCO Safari II, LLC, as issuers, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, *mutatis mutandis.*

The Trustee agrees to execute a supplemental indenture to evidence the release of any New Guarantor hereunder and any obligations under the Indenture upon the request of TWCE in compliance with Section 102 of the Indenture; provided that the release shall be effective whether or not such supplemental indenture is executed.

For the avoidance of doubt, none of the New Guarantors are Guarantors under the Indenture. The guarantee of the New Guarantors is granted solely pursuant to and in accordance with the terms set forth in this Article Three.

The Company hereby certifies to the Trustee that the issuer and guarantors of the Securities after giving effect to this Twentieth Supplemental Indenture are set forth on Schedule IV hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Twentieth Supplemental Indenture to be duly executed by their respective officers or agents as of the day and year first above written.

TIME WARNER CABLE ENTERPRISES LLC

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

THE GUARANTORS NAMED ON SCHEDULE I HERETO

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Authorized Signatory

THE GUARANTORS NAMED ON SCHEDULE II HERETO

By: /s/ Jeffrey B. Murphy
Name: Jeffrey B. Murphy
Title: Senior Vice President, Corporate Finance and Development

[Signature Page to Twentieth Supplemental Indenture]

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Terence Rawlins
Name: Terence Rawlins
Title: Vice President

[Signature Page to Twentieth Supplemental Indenture]

Schedule I

Cox Guarantors

BPRF Holdings, LLC, a Delaware limited liability company
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Cox Communications Kansas, L.L.C., a Delaware limited liability company
Cox Communications Las Vegas, LLC, a Delaware limited liability company
Cox Communications Louisiana, L.L.C., a Delaware limited liability company
Cox Communications Missouri, LLC, a Delaware limited liability company
Cox Communications NCC, LLC, a Delaware limited liability company
Cox Communications Omaha, L.L.C., a Delaware limited liability company
Cox Communications Tower, LLC, a Delaware limited liability company
Cox Communications, LLC, a Delaware limited liability company
Cox Connecticut Telcom, L.L.C., a Delaware limited liability company
Cox Florida Telcom, L.P., a Delaware limited partnership
Cox HMS, LLC, a Delaware limited liability company
Cox Horizon Growth, LLC, a Delaware limited liability company
Cox Idaho Telcom, L.L.C., a Delaware limited liability company
Cox Iowa Telcom, L.L.C., a Delaware limited liability company
Cox Kansas Telcom, L.L.C., a Delaware limited liability company
Cox LAHC, LLC, a Delaware limited liability company

Cox Media, L.L.C., a Delaware limited liability company
Cox Missouri Telcom, LLC, a Delaware limited liability company
Cox Nebraska Telcom, L.L.C., a Delaware limited liability company
Cox Nevada Telcom, L.L.C., a Delaware limited liability company
Cox North Carolina Telcom, L.L.C., a Delaware limited liability company
Cox Ohio Telcom, L.L.C., a Delaware limited liability company
Cox Oklahoma Telcom, L.L.C., a Delaware limited liability company
Cox Rhode Island Telcom, L.L.C., a Delaware limited liability company
Cox TMI, LLC, a Delaware limited liability company
Cox Virginia Telcom, L.L.C., a Virginia limited liability company
COX WIRELESS ACCESS, LLC, a Delaware limited liability company
COX/CHARTER MASTER CABLE ADVERTISING, LLC, a Delaware limited liability company
CoxCom, LLC, a Delaware limited liability company
Fiber Platform Blocker, LLC, a Delaware limited liability company
FIBER PLATFORM HOLDINGS, LLC, a Delaware limited liability company
FIBER PLATFORM, LLC, a Delaware limited liability company
Hospitality Network Louisiana, L.L.C., a Delaware limited liability company
Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
Hospitality Network, L.L.C., a Delaware limited liability company
Logicworks Systems, LLC, a Delaware limited liability company
RapidScale, LLC, a California limited liability company
TMI Partner Holdings, LLC, a Delaware limited liability company
Unite Private Networks-Illinois, L.L.C. a Delaware limited liability company
UPN Intermediate Holdings LLC, a Delaware limited liability company

Schedule II

Charter Guarantors

Charter Communications ASC, LLC
Charter Communications SSC, LLC

Schedule III

Released Guarantors

Time Warner Cable Information Services (Colorado), LLC
Time Warner Cable Information Services (Hawaii), LLC
Time Warner Cable Information Services (Idaho), LLC
Time Warner Cable Information Services (Illinois), LLC
Time Warner Cable Information Services (Indiana), LLC
Time Warner Cable Information Services (Kansas), LLC
Time Warner Cable Information Services (Kentucky), LLC
Time Warner Cable Information Services (Maine), LLC
Time Warner Cable Information Services (Massachusetts), LLC
Time Warner Cable Information Services (Michigan), LLC
Time Warner Cable Information Services (Missouri), LLC
Time Warner Cable Information Services (Nebraska), LLC
Time Warner Cable Information Services (New Hampshire), LLC
Time Warner Cable Information Services (New Jersey), LLC
Time Warner Cable Information Services (New Mexico) LLC
Time Warner Cable Information Services (New York), LLC
Time Warner Cable Information Services (North Carolina), LLC
Time Warner Cable Information Services (Ohio), LLC
Time Warner Cable Information Services (Pennsylvania), LLC
Time Warner Cable Information Services (South Carolina), LLC
Time Warner Cable Information Services (Tennessee), LLC
Time Warner Cable Information Services (Texas), LLC
Time Warner Cable Information Services (Virginia), LLC
Time Warner Cable Information Services (Washington), LLC
Time Warner Cable Information Services (West Virginia), LLC
Time Warner Cable Information Services (Wisconsin), LLC
TWC Media Blocker LLC
TWC Security LLC
TWC Wireless LLC
BHN Home Security Services, LLC
American Cable Entertainment Company, LLC
Bresnan Microwave of Montana, LLC
CC Systems, LLC
CCO Transfers, LLC
Charter Advanced Services (MN), LLC
Charter Advanced Services (MO), LLC
Charter Advanced Services VIII (MN), LLC
Charter Communications Entertainment I, LLC
Charter Communications Entertainment II, LLC
Charter Communications Operating Capital Corp.
Charter Communications Operating, LLC
Charter Communications VII, LLC
Charter Fiberlink - Alabama, LLC
Charter Fiberlink – Illinois, LLC
Charter Helicon, LLC
Falcon Cable Communications, LLC
Helicon Partners I, L.P.

Long Beach, LLC
Phone Transfers (AL), LLC
Phone Transfers (CA), LLC
Phone Transfers (GA), LLC
Phone Transfers (NC), LLC
Phone Transfers (TN), LLC
Phone Transfers (VA), LLC
The Helicon Group, L.P.
VOIP Transfers (AL), LLC
VOIP Transfers (CA) LLC
VOIP Transfers (GA), LLC
VOIP Transfers (NC), LLC
VOIP Transfers (TN), LLC
VOIP Transfers (VA), LLC
TC Technology LLC
TWC/Charter Los Angeles Cable Advertising, LLC

Schedule IV

Securities Guarantors

BPRF Holdings, LLC, a Delaware limited liability company
Bresnan Broadband Holdings, LLC
CB Commercial Devices, LLC, a Delaware limited liability company
CCI Corporate Services, LLC, a Delaware limited liability company
CCI Devices, LLC, a Delaware limited liability company
CCO Holdings, LLC
CCO NR Holdings, LLC
Charter Communications ASC, LLC
Charter Communications SSC, LLC
Charter Communications VI HoldCo, LLC
Charter Communications VI, L.L.C.
Charter Communications, LLC
Charter Distribution, LLC
Charter Leasing Holding Company, LLC
Charter Procurement Leasing, LLC
Cox Advanced Services Arizona, LLC, a Delaware limited liability company
Cox Advanced Services Arkansas, LLC, a Delaware limited liability company
Cox Advanced Services California, LLC, a Delaware limited liability company
Cox Advanced Services Connecticut, LLC, a Delaware limited liability company
Cox Advanced Services Florida, LLC, a Delaware limited liability company
Cox Advanced Services Georgia, LLC, a Delaware limited liability company
Cox Advanced Services Idaho, LLC, a Delaware limited liability company
Cox Advanced Services Iowa, LLC, a Delaware limited liability company
Cox Advanced Services Kansas, LLC, a Delaware limited liability company
Cox Advanced Services Louisiana, LLC, a Delaware limited liability company
Cox Advanced Services Nebraska, LLC, a Delaware limited liability company
Cox Advanced Services Nevada, LLC, a Delaware limited liability company
Cox Advanced Services North Carolina, LLC, a Delaware limited liability company
Cox Advanced Services Ohio, LLC, a Delaware limited liability company
Cox Advanced Services Oklahoma, LLC, a Delaware limited liability company
Cox Advanced Services Rhode Island, LLC, a Delaware limited liability company
Cox Advanced Services Virginia, LLC, a Delaware limited liability company
Cox Arizona Telcom, L.L.C., a Delaware limited liability company
Cox Arkansas Telcom, L.L.C., a Delaware limited liability company
Cox California Telcom, L.L.C., a Delaware limited liability company
Cox Colorado Telcom, L.L.C., a Delaware limited liability company
Cox Communications Arizona, LLC, a Delaware limited liability company
Cox Communications California, LLC, a Delaware limited liability company
Cox Communications EBD Holdings, LLC, a Delaware limited liability company
Cox Communications Georgia, LLC, a Delaware limited liability company
Cox Communications Gulf Coast, LLC, a Delaware limited liability company
Cox Communications Hampton Roads, L.L.C., a Delaware limited liability company
Cox Communications Kansas, L.L.C., a Delaware limited liability company
Cox Communications Las Vegas, LLC, a Delaware limited liability company
Cox Communications Louisiana, L.L.C., a Delaware limited liability company
Cox Communications Missouri, LLC, a Delaware limited liability company
Cox Communications NCC, LLC, a Delaware limited liability company

Cox Communications Omaha, L.L.C., a Delaware limited liability company
Cox Communications Tower, LLC, a Delaware limited liability company
Cox Communications, LLC, a Delaware limited liability company
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Cox Florida Telcom, L.P., a Delaware limited partnership
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Cox TMI, LLC, a Delaware limited liability company
Cox Virginia Telcom, L.L.C., a Virginia limited liability company
COX WIRELESS ACCESS, LLC, a Delaware limited liability company
COX/CHARTER MASTER CABLE ADVERTISING, LLC, a Delaware limited liability company
CoxCom, LLC, a Delaware limited liability company
DukeNet Communications, LLC
Fiber Platform Blocker, LLC, a Delaware limited liability company
FIBER PLATFORM HOLDINGS, LLC, a Delaware limited liability company
FIBER PLATFORM, LLC, a Delaware limited liability company
Hospitality Network Louisiana, L.L.C., a Delaware limited liability company
Hospitality Network Pennsylvania, LLC, a Delaware limited liability company
Hospitality Network, L.L.C., a Delaware limited liability company
Logicworks Systems, LLC, a Delaware limited liability company
RapidScale, LLC, a California limited liability company
Spectrum Advanced Services, LLC
Spectrum Gulf Coast, LLC
Spectrum Mid-America, LLC
Spectrum Mobile Equipment, LLC
Spectrum Mobile, LLC
Spectrum New York Metro, LLC
Spectrum NLP, LLC
Spectrum Northeast, LLC
Spectrum Oceanic, LLC
Spectrum Originals Development, LLC
Spectrum Originals, LLC
Spectrum Pacific West, LLC
Spectrum Reach, LLC
Spectrum RSN, LLC
Spectrum Southeast, LLC
Spectrum Sunshine State, LLC
Spectrum TV Essentials, LLC
Spectrum Wireless Holdings, LLC

Time Warner Cable Enterprises LLC
Time Warner Cable, LLC
TMI Partner Holdings, LLC, a Delaware limited liability company
TWC Administration LLC
TWC Communications, LLC
TWC SEE Holdco LLC
Unite Private Networks-Illinois, L.L.C. a Delaware limited liability company
UPN Intermediate Holdings LLC, a Delaware limited liability company

EXECUTION COPY

COPY

COX COMMUNICATIONS, INC.

and

THE BANK OF NEW YORK

Trustee

Indenture

Dated as of June 27, 1995

Debt Securities

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William Confidential 2025-02

INDENTURE dated as of June 27, 1995, between COX COMMUNICATIONS, INC., a corporation duly incorporated and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), and THE BANK OF NEW YORK, a New York banking corporation (hereinafter sometimes called the "Trustee").

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its debentures, notes, bonds or other evidences of indebtedness to be issued in one or more series unlimited as to principal amount (herein called the "Debt Securities"), as in this Indenture provided.

All things necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been done.

NOW, THEREFORE, THIS INDENTURE WITNESSETH

That in order to declare the terms and conditions upon which the Debt Securities are authenticated, issued and delivered, and in consideration of the premises, and of the purchase and acceptance of the Debt Securities by the holders thereof, the Company and the Trustee covenant and agree with each other, for the benefit of the respective Holders from time to time of the Debt Securities, as follows:

ARTICLE I

Definitions

SECTION 1.01. Certain Terms Defined. The terms defined in this Section 1.01 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any Indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. All other terms used in this Indenture which are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings

assigned to such terms in the Trust Indenture Act and in the Securities Act as in force as of the date of original execution of this Indenture.

"Affiliate" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authorized Newspaper" means a newspaper in an official language of the country of publication customarily published at least once a day, and customarily published for at least five days in each calendar week, and of general circulation in such city or cities specified pursuant to Section 2.03 with respect to the Debt Securities of any series. Where successive publications are required to be made in Authorized Newspapers, the successive publications may be made in the same or in different newspapers in the same city meeting the foregoing requirements and in each case on any business day in such city.

"Bearer Holder" means, with respect to any Bearer Security or Coupon, the bearer thereof.

"Bearer Security" means any Debt Security (with or without Coupons), title to which passes by delivery only, but does not include any Coupons.

"Board of Directors" means either the Board of Directors of the Company or any duly authorized committee or subcommittee of such Board, except as the context may otherwise require.

"Business Day" means, when used with respect to any Place of Payment specified pursuant to Section 2.03, any day that is not a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in such Place of Payment are authorized or obligated by law to close, except as otherwise specified pursuant to Section 2.03.

"Capital Stock" means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in

(however designated) corporate stock, including any Preferred Stock.

"Common Stock" means the Class A Common Stock, $1.00 par value per share, of the Company, which stock is currently listed on the New York Stock Exchange, the Class C Common Stock, $1.00 par value per share, of the Company and any other classes of common stock of the Company hereinafter created.

"Company" means Cox Communications, Inc., a Delaware corporation, and, subject to the provisions of Article X, shall also include its successors and assigns.

"Company Order" means a written order of the Company, signed by its Chairman of the Board, Vice Chairman, President or any Vice President (or any other officer performing similar functions) and by its Treasurer, Secretary, any Assistant Treasurer or any Assistant Secretary (or any other officer performing similar functions).

"Corporate Trust Office of the Trustee" or other similar term means the office of the Trustee at which the corporate trust business of the Trustee shall, at any particular time, be principally administered in the United States of America, except that with respect to the presentation of Debt Securities for payment or for registration of transfer and exchange, such term shall also mean the office of the Trustee or the Trustee's agent in the Borough of Manhattan, the city and state of New York, at which at any particular time its corporate agency business shall be conducted.

"Coupon" means any interest coupon appertaining to any Bearer Security.

"Coupon Security" means any Bearer Security authenticated and delivered with one or more Coupons appertaining thereto.

"Currency" means Dollars or Foreign Currency.

"Debt Security" or "Debt Securities" has the meaning stated in the first recital of this Indenture and more particularly means any debt security or debt securities, as the case may be, of any series authenticated and delivered under this Indenture.

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

"Depositary" means, unless otherwise specified by the Company pursuant to either Section 2.03 or 2.15, with respect to Registered Securities of any series issuable or issued in whole or in part in the form of one or more Global Securities, The Depository Trust Company, New York, New York, or any successor thereto registered as a clearing agency under the Exchange Act or other applicable statute or regulations.

"Designated Senior Indebtedness" means any Senior Indebtedness which, at the date of determination, has an aggregate principal amount outstanding of, or under which, at the date of determination, the holders thereof, are committed to lend up to, at least $50 million and is specifically designated by the Company in the instrument evidencing or governing such Senior Indebtedness as "Designated Senior Indebtedness" for purposes of this Indenture and has been designated as "Designated Senior Indebtedness" for purposes of this Indenture in an Officers' Certificate received by the Trustee.

"Dollar" or "$" means such currency of the United States as at the time of payment is legal tender for the payment of public and private debts.

"Dollar Equivalent" means, with respect to any monetary amount in a Foreign Currency, at any time for the determination thereof, the amount of Dollars obtained by converting such Foreign Currency involved in such computation into Dollars at the spot rate for the purchase of Dollars with the applicable Foreign Currency as quoted by Citibank, N.A. (unless another comparable financial institution is designated by the Company) in New York, New York at approximately 11:00 a.m. (New York time) on the date two Business Days prior to such determination.

"European Currency Units" has the meaning assigned to it from time to time by the Council of the European Community.

"European Community" means the European Economic Community.

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

"Exchange Act" means the Securities Exchange Act of 1934.

"Floating Rate Security" means a Debt Security that provides for the payment of interest at a variable rate determined periodically by reference to an interest rate index specified pursuant to Section 2.03.

"Foreign Currency" means a currency issued by the government of any country other than the United States or a composite currency (including European Currency Units) the value of which is determined by reference to the values of the currencies of any group of countries.

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time, including those set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as approved by a significant segment of the accounting profession. All ratios and computations based on GAAP contained in this Indenture shall be computed in conformity with GAAP consistently applied.

"Global Security" means, with respect to any series of Debt Securities issued hereunder, a Debt Security which is executed by the Company and authenticated and delivered by the Trustee to the Depositary or pursuant to the Depositary's instruction, all in accordance with this Indenture and any Indentures supplemental hereto, or resolution of the Board of Directors and set forth in an Officers' Certificate, which shall be registered in the name of the Depositary or its nominee and which shall represent, and shall be denominated in an amount equal to the aggregate principal amount of all the Outstanding Debt Securities of such series or any portion thereof, in either case having the same terms, including, without limitation, the same original issue date, date or dates on which principal is due and interest rate or method of determining interest.

"Holder," "Holder of Debt Securities" or other similar terms means, with respect to a Registered Security, the Registered Holder and, with respect to a Bearer Security or a Coupon, the Bearer Holder.

"Incur" means issue, assume, guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness or Capital Stock of a Person existing at the

time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be incurred by such Subsidiary at the time it becomes a Subsidiary. The terms "incurred", "incurrence" and "incurring" shall each have a correlative meaning.

"Indebtedness" means, without duplication, with respect to any Person:

(i) any indebtedness of such Person (A) for borrowed money or (B) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given in connection with the acquisition of any property or assets, including securities;

(ii) any guarantee by such Person of any indebtedness of others described in the preceding clause (i); and

(iii) any amendment, extension, renewal or refunding of any such indebtedness or guarantee.

The term "Indebtedness" excludes (i) any indebtedness of the Company or any Restricted Subsidiary to the Company or another Restricted Subsidiary, (ii) any guarantee by the Company or any Restricted Subsidiary of indebtedness of the Company or another Restricted Subsidiary, (iii) trade accounts payable and (iv) letters of credit, performance bonds and similar obligations issued in favor of governmental or franchising authorities as a term of a cable television franchise or other governmental franchise, license, permit or authorization held by such Person or any of its Subsidiaries.

"Indenture" means this instrument as originally executed, or, if amended or supplemented as herein provided, as so amended or supplemented and shall include the form and terms of particular series of Debt Securities as contemplated hereunder, whether or not a supplemental Indenture is entered into with respect thereto.

"Leverage Ratio" with respect to the Restricted Group means, as of the date of and after giving effect to any designation of an Unrestricted Subsidiary as a Restricted Subsidiary or any designation of a Restricted Subsidiary as an Unrestricted Subsidiary, in each case in accordance with Section 4.10, the ratio of (i) the aggregate outstanding principal amount of all Indebtedness of the Restricted Group as of such date to (ii) the product of four times the Restricted Group Cash Flow for the most recent

full fiscal quarter for which financial information is available on such date.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"Officers' Certificate" means a certificate signed by the Chairman of the Board, the Vice Chairman, the President or any Vice President (or other officer performing similar functions) and by the Treasurer, the Secretary or any Assistant Treasurer or Assistant Secretary of the Company (or other officer performing similar functions). Each such certificate shall include the statements provided for in Section 13.05, if applicable.

"Opinion of Counsel" means an opinion in writing signed by legal counsel for the Company (which counsel may be an employee of the Company) or outside counsel for the Company. Each such opinion shall include the statements provided for in Section 13.05, if applicable.

"Original Issue Discount Debt Security" means any Debt Security which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof pursuant to Section 6.01.

"Outstanding", when used with respect to any series of Debt Securities, means, as of the date of determination, all Debt Securities of that series theretofore authenticated and delivered under this Indenture, except:

(i) Debt Securities of that series theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Debt Securities of that series for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any paying agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own paying agent) for the Holders of such Debt Securities; provided, that, if such Debt Securities have not yet matured, notice of the redemption of such Debt Securities has been duly given pursuant to this Indenture; and

(iii) Debt Securities of that series which have been paid pursuant to Section 2.09 or in exchange for or in lieu of which other Debt Securities have been authenticated and delivered pursuant to this Indenture, other than any such Debt Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Debt Securities are held by a bona fide purchaser in whose hands such Debt Securities are valid obligations of the Company;

provided, however, that in determining whether the Holders of the requisite principal amount of the Outstanding Debt Securities of any series have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Debt Securities owned by the Company or any other obligor upon the Debt Securities or any Affiliate of the Company or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Debt Securities which the Trustee actually knows to be so owned shall be so disregarded. Debt Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Debt Securities and that the pledgee is not the Company or any other obligor upon the Debt Securities or an Affiliate of the Company or of such other obligor. In determining whether the Holders of the requisite principal amount of Outstanding Debt Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of an Original Issue Discount Debt Security that shall be deemed to be Outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the maturity thereof pursuant to Section 6.01. In determining whether the Holders of the requisite principal amount of the Outstanding Debt Securities of any series have given any request, demand, authorization, direction, notice, consent or waiver hereunder, the principal amount of a Debt Security denominated in one or more Foreign Currencies that shall be deemed to be Outstanding for such purposes shall be the Dollar Equivalent, determined in the manner provided as contemplated by Section 2.03 on the date of original issuance of such Debt Security, of the principal amount (or, in the case of any Original Issue Discount Debt Security, the Dollar Equivalent on the date of original issuance of

such Security of the amount determined as provided in the preceding sentence above) of such Debt Security.

"pari passu," as applied to the ranking of any Indebtedness of a Person in relation to other Indebtedness of such Person, means that each such Indebtedness either (i) is not subordinate in right of payment to any Indebtedness or (ii) is subordinate in right of payment to the same Indebtedness as is the other, and is so subordinate to the same extent, and is not subordinate in right of payment to each other or to any Indebtedness as to which the other is not so subordinate.

"Permitted Liens" means:

(i) any Lien which arises out of a judgment or award against the Company or any Restricted Subsidiary with respect to which the Company or such Restricted Subsidiary at the time shall be prosecuting an appeal or proceeding for review (or with respect to which the period within which such appeal or proceeding for review may be initiated shall not have expired) and with respect to which (A) the Company or such Restricted Subsidiary shall have secured a stay of execution pending such appeal or proceedings for review or (B) the Company or such Restricted Subsidiary shall have posted a bond or established adequate reserves (in accordance with GAAP) for the payment of such judgment or award;

(ii) any Lien upon any real or personal property or interest therein of the Company or a Restricted Subsidiary existing at the time of acquisition thereof or securing the payment of Indebtedness incurred by the Company or such Restricted Subsidiary to finance some or all of the purchase price of, or cost of construction of or improvements on, any such property or interest therein; provided that (A) the outstanding principal amount of the Indebtedness secured by such Lien does not at any time exceed 100% of the greater of the purchase price for or the fair value of such real or personal property or interest therein, (B) such Lien does not encumber or constitute a charge against any other Restricted Property theretofore owned by the Restricted Group (except that in the case of construction or improvement, the Lien may extend to unimproved real property on which the property so constructed or the improvement is located), and (C) the Indebtedness secured by such Lien would be permitted to be incurred under Section 4.09; and

(iii) any Lien representing the extension, renewal or replacement (or successive extensions, renewals or replacements) of Liens referred to in clause (ii) above, provided that the principal of the Indebtedness secured thereby does not exceed the principal of the Indebtedness secured thereby immediately prior to such extension, renewal or replacement, plus any accrued and unpaid interest or capitalized interest payable thereon, and that such extension, renewal or replacement shall be limited to all or a part of the property (or interest therein) subject to the Lien so extended, renewed or replaced (plus improvements and construction on such property).

The outstanding principal amount of Indebtedness secured by a Lien permitted by clause (ii) or (iii) above or, if less, the fair value of the property or interest therein secured thereby, shall be included in the calculation pursuant to Section 4.08 of the aggregate outstanding principal amount of Indebtedness secured by Liens on Restricted Property for purposes of determining whether a Lien (other than a Permitted Lien) may be incurred in compliance with such covenant.

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

"Place of Payment" means, when used with respect to the Debt Securities of any series, the place or places where the principal of, and premium, if any, and interest on, the Debt Securities of that series are payable as specified pursuant to Section 2.03.

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

"Principal Property" means, as of any date of determination, any property or assets owned by any Restricted Subsidiary other than (1) any such property which, in the good faith opinion of the Board of Directors, is not of material importance to the business conducted by the Company and its Restricted Subsidiaries taken as a whole

and (2) any shares of any class of stock or any other security of any Unrestricted Subsidiary.

"Registered Holder" means the Person in whose name a Registered Security is registered in the Debt Security Register (as defined in Section 2.07(a)).

"Registered Security" means any Debt Security registered as to principal and interest in the Debt Security Register (as defined in Section 2.07(a)).

"Registrar" has the meaning set forth in Section 2.07(a).

"Representative" means the trustee, agent or representative (if any) for an issue of Senior Indebtedness.

"Responsible Officer", when used with respect to the Trustee, means any officer within the corporate trust department of the Trustee, including any Vice President, any Assistant Vice President, any trust officer or any other officer of the Trustee performing functions similar to those performed by the persons who at the time shall be such officers, and any other officer of the Trustee to whom corporate trust matters are referred because of his knowledge of and familiarity with the particular subject.

"Restricted Group" means, as of any date of determination, the Company and the Restricted Subsidiaries as of such date after giving effect to any designation being made on such date in accordance with Section 4.10.

"Restricted Group Cash Flow" for any period means the Restricted Group Net Income for such period, plus (A) the sum (without duplication) of the aggregate of each of the following items of the Company and the Restricted Subsidiaries for such period to the extent taken into account as charges to Restricted Group Net Income for such period: (i) interest expense, (ii) income tax expense, (iii) depreciation and amortization expense and other noncash charges, (iv) extraordinary items and (v) after-tax losses on sales of assets outside of the ordinary course of business not otherwise included in extraordinary items in accordance with GAAP, minus (B) the sum (without duplication) of the aggregate of each of the following items of the Company and the Restricted Subsidiaries for such period to the extent taken into account as credits to Restricted Group Net Income for such period: (i) noncash credits, (ii) extraordinary items and (iii) after-tax gains on sales of assets outside of the ordinary course of

business not otherwise included in extraordinary items in accordance with GAAP.

For purposes of this definition, (1) "Restricted Group Net Income" for any period means the aggregate of the net income (loss) for such period of the Company and the Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP; provided that the net income (loss) of any Person accounted for by the equity method of accounting and the net income (loss) of any Unrestricted Subsidiary shall be excluded, except that the net income of any such Person or Unrestricted Subsidiary shall be included to the extent of the amount of dividends or distributions paid by such Person or Unrestricted Subsidiary to the Company or a Restricted Subsidiary during such period; and (2) if the Company or any Restricted Subsidiary consummated any acquisition or disposition of assets during the period for which Restricted Group Cash Flow is being calculated, or consummated any acquisition or disposition of assets subsequent to such period and on or prior to the date as of which the Leverage Ratio is to be determined, then, in each such case, the Restricted Group Cash Flow for such period shall be calculated on a pro forma basis (and not as a pooling of interests, if applicable) as if such acquisition or disposition had occurred at the beginning of such period.

"Restricted Property" means, as of any date of determination, any Principal Property and any shares of stock of a Restricted Subsidiary owned by the Company or a Restricted Subsidiary.

"Restricted Subsidiary" means each Subsidiary of the Company other than the Unrestricted Subsidiaries.

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

"Senior Indebtedness" means, as to any series of Debt Securities subordinated pursuant to the provisions of Article XII, the Indebtedness of the Company identified as Senior Indebtedness in the resolution of the Board of Directors and accompanying Officers' Certificate or supplemental Indenture setting forth the terms, including as to subordination, of such series.

"Stated Maturity" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing

for the repurchase of such security at the option of the Holder thereof upon the happening of any contingency unless such contingency has occurred).

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

"Trustee" initially means The Bank of New York and any other Person or Persons appointed as such from time to time pursuant to Section 7.08, and, subject to the provisions of Article VII, includes its or their successors and assigns. If at any time there is more than one such Person, "Trustee" as used with respect to the Debt Securities of any series shall mean the Trustee with respect to the Debt Securities of that series.

"Trust Indenture Act" (except as herein otherwise expressly provided) means the Trust Indenture Act of 1939 as in force at the date of this Indenture as originally executed and, to the extent required by law, as amended.

"United States" means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.

"United States Alien" means any Person who, for United States Federal income tax purposes, is a foreign corporation, a nonresident alien individual, a nonresident alien fiduciary of a foreign estate or trust, or a foreign partnership one or more members of which is, for United States Federal income tax purposes, a foreign corporation, a nonresident alien individual or a nonresident alien fiduciary of a foreign estate or trust.

"Unrestricted Subsidiary" means (i) any Subsidiary of the Company that has been designated as an Unrestricted Subsidiary as permitted by Section 4.10 and not thereafter redesignated as a Restricted Subsidiary as permitted thereby and (ii) each Subsidiary of any Unrestricted Subsidiary.

"U.S. Government Obligations" means securities that are (x) direct obligations of the United States for the payment of which its full faith and credit is pledged or (y) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States, the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case, are not callable or redeemable at the option of the issuer thereof.

"Yield to Maturity" means the yield to maturity, calculated at the time of issuance of a series of Debt Securities, or, if applicable, at the most recent redetermination of interest on such series and calculated in accordance with accepted financial practice.

SECTION 1.02. Incorporation by Reference of Trust Indenture Act. This Indenture is subject to the mandatory provisions of the Trust Indenture Act which are incorporated by reference in and made a part of this Indenture. The following Trust Indenture Act terms have the following meanings:

"indenture securities" means the Debt Securities.

"indenture security holder" means a Holder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Company and any other obligor on the Debt Securities.

All other Trust Indenture Act terms used in this Indenture that are defined by the Trust Indenture Act, reference to another statute or defined by rules of the Securities and Exchange Commission have the meaning assigned to them by such definitions.

SECTION 1.03. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) "including" means including without limitation;

(5) words in the singular include the plural and words in the plural include the singular; and

(6) the principal amount of any noninterest bearing or other discount security at any date shall be the principal amount thereof that would be shown on a balance sheet of the issuer dated such date prepared in accordance with GAAP.

ARTICLE II

Debt Securities

SECTION 2.01. Forms Generally. The Debt Securities and Coupons, if any, of each series shall be in substantially the form established without the approval of any Holder by or pursuant to a resolution of the Board of Directors or in one or more Indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as the Company may deem appropriate (and, if not contained in a supplemental Indenture entered into in accordance with Article IX, as are not prohibited by the provisions of this Indenture) or as may be required or appropriate to comply with any law or with any rules made pursuant thereto or with any rules of any securities exchange on which such series of Debt Securities may be listed, or to conform to general usage, or as may, consistently herewith, be determined by the officers executing such Debt Securities and Coupons, as evidenced by their execution of the Debt Securities and Coupons.

The definitive Debt Securities of each series and Coupons, if any, shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Debt Securities and Coupons, as evidenced by their execution of such Debt Securities and Coupons.

Each Bearer Security and each Coupon shall bear a legend substantially to the following effect: "Any United States Person who holds this obligation will be subject to limitations under the United States Federal income tax laws,

including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code."

SECTION 2.02. Form of Trustee's Certificate of Authentication. The Trustee's Certificate of Authentication on all Debt Securities authenticated by the Trustee shall be in substantially the following form:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

THE BANK OF NEW YORK,
As Trustee

By .....
Authorized Signatory

SECTION 2.03. Principal Amount; Issuable in Series. The aggregate principal amount of Debt Securities which may be issued, executed, authenticated, delivered and outstanding under this Indenture is unlimited.

The Debt Securities may be issued in one or more series. There shall be established, without the approval of any Holders, in or pursuant to a resolution of the Board of Directors and set forth in an Officers' Certificate, or established in one or more Indentures supplemental hereto, prior to the issuance of Debt Securities of any series any or all of the following:

(1) the title of the Debt Securities of the series (which shall distinguish the Debt Securities of the series from all other Debt Securities);

(2) any limit upon the aggregate principal amount of the Debt Securities of the series which may be authenticated and delivered under this Indenture (except for Debt Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Debt Securities of the series pursuant to this Article II);

(3) the date or dates on which the principal and premium, if any, of the Debt Securities of the series are payable;

(4) the rate or rates (which may be fixed or variable) at which the Debt Securities of the series shall bear interest, if any, or the method of determining such rate or rates, the date or dates from which such interest shall accrue, the interest payment dates on which such interest shall be payable, or the method by which such date will be determined, in the case of Registered Securities, the record dates for the determination of Holders thereof to whom such interest is payable, and the basis upon which interest will be calculated if other than that of a 360-day year of twelve thirty-day months;

(5) the place or places, if any, in addition to or instead of the Corporate Trust Office of the Trustee (in the case of Registered Securities) or the principal London office of the Trustee (in the case of Bearer Securities), where the principal of, and premium, if any, and interest on, Debt Securities of the series shall be payable;

(6) the price or prices at which, the period or periods within which and the terms and conditions upon which Debt Securities of the series may be redeemed, in whole or in part, at the option of the Company or otherwise;

(7) whether Debt Securities of the series are to be issued as Registered Securities or Bearer Securities or both and, if Bearer Securities are to be issued, whether Coupons will be attached thereto, whether Bearer Securities of the series may be exchanged for Registered Securities of the series and the circumstances under which and the places at which any such exchanges, if permitted, may be made;

(8) if any Debt Securities of the series are to be issued as Bearer Securities or as one or more Global Securities representing individual Bearer Securities of the series, (x) whether the provisions for payment of additional interest or tax redemptions shall apply and, if other provisions shall apply, such other provisions; (y) whether interest in respect of any portion of a temporary Bearer Security of the series (delivered pursuant to Section 2.08) payable in respect of any interest payment date prior to the exchange of such temporary Bearer Security for definitive Bearer Securities of the series shall be paid to any clearing organization with respect to the portion of such temporary Bearer Security held for its account and, in

such event, the terms and conditions (including any certification requirements) upon which any such interest payment received by a clearing organization will be credited to the Persons entitled to interest payable on such interest payment date; and (z) the terms upon which a temporary Bearer Security may be exchanged for one or more definitive Bearer Securities of the series;

(9) the obligation, if any, of the Company to redeem, purchase or repay Debt Securities of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof, and the price or prices at which and the period or periods within which and the terms and conditions upon which Debt Securities of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligations;

(10) the terms, if any, upon which the Debt Securities of the series may be convertible into or exchanged for Common Stock, Preferred Stock (which may be represented by depositary shares), other Debt Securities or warrants for Common Stock, Preferred Stock or Indebtedness or other securities of any kind of the Company or any other obligor and the terms and conditions upon which such conversion or exchange shall be effected, including the initial conversion or exchange price or rate, the conversion or exchange period and any other provision in addition to or in lieu of those described herein;

(11) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which Debt Securities of the series shall be issuable;

(12) if the amount of principal of or any premium or interest on Debt Securities of the series may be determined with reference to an index or pursuant to a formula, the manner in which such amounts will be determined;

(13) if the principal amount payable at the Stated Maturity of Debt Securities of the series will not be determinable as of any one or more dates prior to such Stated Maturity, the amount which will be deemed to be such principal amount as of any such date for any purpose, including the principal amount thereof which will be due and payable upon any maturity other than the Stated Maturity or which will be deemed to be Outstanding as of any such date (or, in any such case, the manner in which such deemed principal amount is to

be determined); and the manner of determining the equivalent thereof in the currency of the United States for purposes of the definition of Dollar Equivalent;

(14) any changes or additions to Article XI, including the addition of additional covenants that may be subject to the covenant defeasance option pursuant to Section 11.02(b)(ii);

(15) if other than such coin or Currency of the United States as at the time of payment is legal tender for payment of public and private debts, the coin or Currency or Currencies or units of two or more Currencies in which payment of the principal of, and premium, if any, and interest on, Debt Securities of the series shall be payable;

(16) if other than the principal amount thereof, the portion of the principal amount of Debt Securities of the series which shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 6.01 or provable in bankruptcy pursuant to Section 6.02;

(17) the terms, if any, of the transfer, mortgage, pledge or assignment as security for the Debt Securities of the series of any properties, assets, moneys, proceeds, securities or other collateral, including whether certain provisions of the Trust Indenture Act are applicable and any corresponding changes to provisions of this Indenture as currently in effect;

(18) any addition to or change in the Events of Default with respect to the Debt Securities of the series and any change in the right of the Trustee or the Holders to declare the principal of, and premium and interest on, such Debt Securities due and payable;

(19) if the Debt Securities of the series shall be issued in whole or in part in the form of a Global Security or Securities, the terms and conditions, if any, upon which such Global Security or Securities may be exchanged in whole or in part for other individual Debt Securities in definitive registered form, and the Depositary for such Global Security or Securities and the form of any legend or legends to be borne by any such Global Security or Securities in addition to or in lieu of the legend referred to in Section 2.15;

(20) any trustees, authenticating or paying agents, transfer agents or registrars;

(21) the applicability of, and any addition to or change in the covenants and definitions currently set forth in this Indenture or in the terms currently set forth in Article X, including conditioning any merger, conveyance, transfer or lease permitted by Article X upon the satisfaction of an Indebtedness coverage standard by the Company and Successor Company (as defined in Article X);

(22) the terms, if any, of any guarantee of the payment of principal of, and premium, if any, and interest on, Debt Securities of the series and any corresponding changes to the provisions of this Indenture as currently in effect;

(23) the subordination, if any, of the Debt Securities of the series pursuant to Article XII and any changes or additions to Article XII;

(24) with regard to Debt Securities of the series that do not bear interest, the dates for certain required reports to the Trustee; and

(25) any other terms of the Debt Securities of the series (which terms shall not be prohibited by the provisions of this Indenture).

All Debt Securities of any one series and the Coupons, if any, appertaining thereto shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to such resolution of the Board of Directors and as set forth in such Officers' Certificate or in any such Indenture supplemental hereto.

SECTION 2.04. Execution of Debt Securities. The Debt Securities and the Coupons, if any, shall be signed on behalf of the Company by its Chairman of the Board, its Vice Chairman, its President or a Vice President (or any other officer performing similar functions) and by its Secretary, an Assistant Secretary, a Treasurer or an Assistant Treasurer (or any other officer performing similar functions). Such signatures upon the Debt Securities and Coupons may be the manual or facsimile signatures of the present or any future such authorized officers and may be imprinted or otherwise reproduced on the Debt Securities and Coupons. The seal of the Company, if any, may be in the form of a facsimile thereof and may be impressed, affixed,

imprinted or otherwise reproduced on the Debt Securities and Coupons.

Only such Debt Securities and Coupons as shall bear thereon a certificate of authentication substantially in the form hereinbefore recited, signed manually by the Trustee, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee upon any Debt Security or Coupon executed by the Company shall be conclusive evidence that the Debt Security or Coupon so authenticated has been duly authenticated and delivered hereunder.

In case any officer of the Company who shall have signed any of the Debt Securities or Coupons shall cease to be such officer before the Debt Securities or Coupons so signed shall have been authenticated and made available for delivery by the Trustee, or disposed of by the Company, such Debt Securities or Coupons nevertheless may be authenticated and delivered or disposed of as though the Person who signed such Debt Securities or Coupons had not ceased to be such officer of the Company; and any Debt Security or Coupon may be signed on behalf of the Company by such Persons as, at the actual date of the execution of such Debt Security or Coupon, shall be the proper officers of the Company, although at the date of such Debt Security or Coupon or of the execution of this Indenture any such Person was not such officer.

SECTION 2.05: Authentication and Delivery of Debt Securities. At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Debt Securities, with appropriate Coupons, if any, of any series executed by the Company to the Trustee for authentication, and the Trustee shall thereupon authenticate and make available for delivery said Debt Securities and Coupons to the Company or upon a Company Order. In authenticating such Debt Securities and Coupons, and accepting the additional responsibilities under this Indenture in relation to such Debt Securities and Coupons, the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon:

(1) a copy of any resolution or resolutions of the Board of Directors, certified by the Secretary or Assistant Secretary of the Company, authorizing the terms of issuance of any series of Debt Securities and Coupons;

(2) an executed supplemental Indenture, if any;

(3) an Officers' Certificate; and

(4) an Opinion of Counsel prepared in accordance with Section 13.05 which shall also state:

(a) that the form of such Debt Securities and Coupons has been established by or pursuant to a resolution of the Board of Directors or by a supplemental Indenture as permitted by Section 2.03 in conformity with the provisions of this Indenture;

(b) that the terms of such Debt Securities and Coupons have been established by or pursuant to a resolution of the Board of Directors or by a supplemental Indenture as permitted by Section 2.03 in conformity with the provisions of this Indenture;

(c) that such Debt Securities and Coupons, when authenticated and made available for delivery by the Trustee and issued by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms except as (i) the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability;

(d) that the Company has the corporate power to issue such Debt Securities and Coupons and has duly taken all necessary corporate action with respect to such issuance;

(e) that the issuance of such Debt Securities and Coupons will not contravene the charter or by-laws of the Company; and

(f) that authentication and delivery of such Debt Securities and Coupons and the execution and delivery of any supplemental Indenture will not violate the terms of this Indenture.

Such Opinion of Counsel need express no opinion as to whether a court in the United States would render a money judgment in a currency other than that of the United States.

The Trustee shall have the right to decline to authenticate and deliver any Debt Securities or Coupons under this Section 2.05 if the Trustee, being advised by counsel, determines that such action may not lawfully be taken or if the Trustee in good faith by its board of directors or trustees, executive committee or a trust committee of directors, trustees or vice presidents, being advised by counsel, shall determine that such action would expose the Trustee to personal liability to existing Holders.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Debt Securities and Coupons, if any, of any series. Unless limited by the terms of such appointment, an authenticating agent may authenticate Debt Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as any Registrar, paying agent or agent for service of notices and demands.

Unless otherwise provided in the form of Debt Security for any series, each Debt Security shall be dated the date of its authentication.

SECTION 2.06. Denomination of Debt Securities. Unless otherwise provided in the form of Debt Security for any series, the Debt Securities of each series shall be issuable only as Registered Securities in such denominations as shall be specified or contemplated by Section 2.03. In the absence of any such specification with respect to the Debt Securities of any series, the Debt Securities of such series shall be issuable in denominations of $1,000 and any integral multiple thereof.

SECTION 2.07. Registration of Transfer and Exchange. (a) The Company shall keep or cause to be kept a register for each series of Registered Securities issued hereunder (hereinafter collectively referred to as the "Debt Security Register"), in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and the transfer of Registered Securities as in this Article II provided. At all reasonable times the Debt Security Register shall be open for inspection by the Trustee. Subject to Section 2.15, upon due presentment for

registration of transfer of any Registered Security at any office or agency to be maintained by the Company in accordance with the provisions of Section 4.02, the Company shall execute and the Trustee shall authenticate and make available for delivery in the name of the transferee or transferees a new Registered Security or Registered Securities of authorized denominations for a like aggregate principal amount. In no event may Registered Securities, including Registered Securities received in exchange for Bearer Securities, be exchanged for Bearer Securities.

Unless and until otherwise determined by the Company by resolution of the Board of Directors, the Debt Security Register shall be kept at the Corporate Trust Office of the Trustee and, for this purpose, the Trustee shall be designated "Registrar."

Registered Securities of any series (other than a Global Security, except as set forth below) may be exchanged for a like aggregate principal amount of Registered Securities of the same series of other authorized denominations. Subject to Section 2.15, Registered Securities to be exchanged shall be surrendered at the office or agency to be maintained by the Company as provided in Section 4.02, and the Company shall execute and the Trustee shall authenticate and make available for delivery in exchange therefor the Registered Security or Registered Securities which the Holder making the exchange shall be entitled to receive.

At the option of the Holder of Bearer Securities of any series, except as otherwise specified as contemplated by Section 2.03(8) or 2.03(19) with respect to a Global Security representing Bearer Securities, Bearer Securities of such series may be exchanged for Registered Securities (if the Debt Securities of such series are issuable as Registered Securities) or Bearer Securities of the same series, of any authorized denomination or denominations, of like tenor and aggregate principal amount, upon surrender of the Bearer Securities to be exchanged at the office or agency of the Company maintained for such purpose, with all unmatured Coupons and all matured Coupons in Default thereto appertaining; provided, however, that delivery of a Bearer Security shall occur only outside the United States. If such Holder is unable to produce any such unmatured Coupon or Coupons or matured Coupon or Coupons in Default, such exchange may be effected if such Holder's Bearer Securities are accompanied by payment in funds acceptable to the Company and the Trustee in an amount equal to the face amount of such missing Coupon or Coupons, or the surrender of such missing Coupon or Coupons may be waived by the

Company and the Trustee if there shall be furnished to them such security or indemnity as they may require to save each of them and any paying agent harmless. If thereafter such Holder shall surrender to any paying agent any such missing Coupon in respect of which such a payment shall have been made, such Holder shall be entitled to receive the amount of such payment; provided, however, that, except as otherwise provided in Section 2.12, interest represented by Coupons shall be payable only upon presentation and surrender of those Coupons at an office or agency located outside the United States.

Whenever any Debt Securities are so surrendered for exchange, the Company shall execute, and the Trustee shall authenticate and make available for delivery, the Debt Securities that the Holder making the exchange is entitled to receive.

Notwithstanding the foregoing, the exchange of Bearer Securities for Registered Securities will be subject to the provisions of United States income tax laws and regulations applicable to Debt Securities in effect at the time of such exchange.

(b) All Registered Securities presented or surrendered for registration of transfer, exchange or payment shall (if so required by the Company, the Trustee or the Registrar) be duly endorsed or be accompanied by a written instrument or instruments of transfer, in form satisfactory to the Company, the Trustee and the Registrar, duly executed by the Registered Holder or his attorney duly authorized in writing.

All Debt Securities issued in exchange for or upon transfer of Debt Securities shall be the valid obligations of the Company, evidencing the same Debt, and (except as expressly provided otherwise herein) entitled to the same benefits under this Indenture as the Debt Securities surrendered for such exchange or transfer.

No service charge shall be made for any exchange or registration of transfer of Debt Securities (except as provided by Section 2.09), but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto, other than those expressly provided in this Indenture to be made at the Company's own expense or without expense or without charge to the Holders.

The Company shall not be required (a) to issue, register the transfer of or exchange any Debt Securities for a period of 15 days before the day of any mailing of notice of redemption of Debt Securities of the same series or (b) to register the transfer of or exchange any Debt Securities selected, called or being called for redemption.

In addition, the Company shall not be required to issue, register the transfer of or exchange any Debt Securities for a period of 15 days before any interest payment date.

Prior to the due presentation for registration of transfer of any Debt Security, the Company, the Trustee, any paying agent or any Registrar may deem and treat the Person in whose name a Debt Security is registered as the absolute owner of such Debt Security for the purpose of receiving payment of principal of, and premium, if any, and interest on, such Debt Security and for all other purposes whatsoever, whether or not such Debt Security is overdue, and none of the Company, the Trustee, any paying agent or Registrar shall be affected by notice to the contrary.

None of the Company, the Trustee, any agent of the Trustee, any paying agent or any Registrar will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests of a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

SECTION 2.08. Temporary Debt Securities. Pending the preparation of definitive Debt Securities of any series, the Company may execute and the Trustee shall authenticate and make available for delivery temporary Debt Securities (printed, lithographed, photocopied, typewritten or otherwise produced) of any authorized denomination, and substantially in the form of the definitive Debt Securities in lieu of which they are issued, in registered form or, if authorized, in bearer form with one or more Coupons or without Coupons, and with such omissions, insertions and variations as may be appropriate for temporary Debt Securities and Coupons, all as may be determined by the Company with the concurrence of the Trustee. Temporary Debt Securities and Coupons may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Debt Security shall be executed by the Company and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Debt Securities.

If temporary Debt Securities of any series are issued, the Company will cause definitive Debt Securities of such series to be prepared without unreasonable delay. Except as otherwise specified as contemplated by Section 2.03(8)(z) with respect to a series of Debt Securities issuable as Bearer Securities or as one or more Global Securities representing individual Bearer Securities of the series, (a) after the preparation of definitive Debt Securities of such series, the temporary Debt Securities of such series shall be exchangeable for definitive Debt Securities of such series upon surrender of the temporary Debt Securities of such series at the office or agency of the Company at a Place of Payment for such series, without charge to the Holder thereof, except as provided in Section 2.07 in connection with a transfer and except that a Person receiving definitive Bearer Securities shall bear the cost of insurance, postage, transportation and the like unless otherwise specified pursuant to Section 2.03, and (b) upon surrender for cancellation of any one or more temporary Debt Securities of any series (accompanied by any unmatured Coupons appertaining thereto), the Company shall execute and the Trustee shall authenticate and make available for delivery in exchange therefor a like principal amount of definitive Debt Securities of the same series of authorized denominations and of like tenor; provided, however, that no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and provided, further, however, that delivery of a Global Security representing individual Bearer Securities or a Bearer Security shall occur only outside the United States. Until so exchanged, temporary Debt Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Debt Securities of such series, except as otherwise specified as contemplated by Section 2.03(8)(z) with respect to the payment of interest on Global Securities in temporary form.

Unless otherwise specified pursuant to Section 2.03, the Company will execute and deliver each definitive Global Security representing individual Bearer Securities and each Bearer Security to the Trustee at its principal office in London or such other place outside the United States specified pursuant to Section 2.03.

Upon any exchange of a portion of a temporary Global Security for a definitive Global Security or for the individual Debt Securities represented thereby pursuant to Section 2.07 or this Section 2.08, the temporary Global Security shall be endorsed by the Trustee to reflect the reduction of the principal amount evidenced thereby.

whereupon the principal amount of such temporary Global Security shall be reduced for all purposes by the amount so exchanged and endorsed.

SECTION 2.09. Mutilated, Destroyed, Lost or Stolen Debt Securities. If (i) any mutilated Debt Security or any mutilated Coupon with the Coupon Security to which it appertains (and all unmatured Coupons attached thereto) is surrendered to the Trustee at the Corporate Trust Office of the Trustee (in the case of Registered Securities) or at its principal London office (in the case of Bearer Securities) or (ii) the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Debt Security or any Coupon, and there is delivered to the Company and the Trustee such security or indemnity as may be required by them to save each of them and any paying agent harmless, and neither the Company nor the Trustee receives notice that such Debt Security or Coupon has been acquired by a bona fide purchaser, then the Company shall execute and, upon a Company Order, the Trustee shall authenticate and make available for delivery, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Debt Security or in exchange for such mutilated, destroyed, lost or stolen Coupon and the Coupon Security (together with all unmatured Coupons attached thereto) to which such Coupon appertained, a new Debt Security of the same series of like tenor, form, terms and principal amount, bearing a number not contemporaneously Outstanding, and, in the case of a Coupon Security, with such Coupons attached thereto that neither gain nor loss in interest shall result from such exchange or substitution. Upon the issuance of any substituted Debt Security, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. In case any Debt Security or Coupon which has matured or is about to mature or which has been called for redemption shall become mutilated or be destroyed, lost or stolen, the Company may, instead of issuing a substituted Debt Security or Coupon, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Debt Security or Coupon) if the applicant for such payment shall furnish the Company and the Trustee with such security or indemnity as either may require to save it harmless from all risk, however remote, and, in case of destruction, loss or theft, evidence to the satisfaction of the Company and the Trustee of the destruction, loss or theft of such Debt Security or Coupon and of the ownership thereof; provided, however, that payment of principal of, and premium, if any, and interest on, Bearer Securities or Coupons shall, except as otherwise

provided in Section 2.12, be payable only at an office or agency located outside the United States.

Every substituted Debt Security of any series, with its Coupons, if any, issued pursuant to the provisions of this Section 2.09 by virtue of the fact that any Debt Security or Coupon is destroyed, lost or stolen shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Debt Security or Coupon shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Debt Securities of that series and Coupons, if any, duly issued hereunder. All Debt Securities and Coupons, if any, shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Debt Securities or Coupons, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

SECTION 2.10. Cancellation of Surrendered Debt Securities. All Debt Securities surrendered for payment, redemption, registration of transfer or exchange and all Coupons surrendered for payment or exchange shall, if surrendered to the Company or any paying agent or a Registrar, be delivered to the Trustee for cancellation by it, or if surrendered to the Trustee, shall be canceled by it, and no Debt Securities or Coupons shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. On written request of the Company, the Trustee shall deliver to the Company canceled Debt Securities and Coupons held by the Trustee. If the Company shall acquire any of the Debt Securities or Coupons, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented thereby unless and until the same are delivered or surrendered to the Trustee for cancellation. The Company may not issue new Debt Securities or Coupons to replace Debt Securities or Coupons it has redeemed, paid or delivered to the Trustee for cancellation.

SECTION 2.11. Provisions of the Indenture and Debt Securities for the Sole Benefit of the Parties and the Holders. Nothing in this Indenture or in the Debt Securities or Coupons, expressed or implied, shall give or be construed to give to any Person, other than the parties hereto, the Holders or any Registrar or paying agent, any

legal or equitable right, remedy or claim under or in respect of this Indenture, or under any covenant, condition or provision herein contained; all its covenants, conditions and provisions being for the sole benefit of the parties hereto, the Holders and any Registrar and paying agents.

SECTION 2.12. Payment of Interest; Interest Rights Preserved. (a) Interest on any Registered Security that is payable and is punctually paid or duly provided for on any interest payment date shall be paid to the Person in whose name such Registered Security is registered at the close of business on the regular record date for such interest notwithstanding the cancellation of such Registered Security upon any transfer or exchange subsequent to the regular record date. In case a Coupon Security of any series is surrendered in exchange for a Registered Security of such series after the close of business (at an office or agency in a Place of Payment for such series) on any regular record date and before the opening of business (at such office or agency) on the next succeeding interest payment date, such Coupon Security shall be surrendered without the Coupon relating to such interest payment date and interest will not be payable on such interest payment date in respect of the Registered Security issued in exchange for such Coupon Security, but will be payable only to the Holder of such Coupon when due in accordance with the provisions of this Indenture. Payment of interest on Registered Securities shall be made at the Corporate Trust Office of the Trustee (except as otherwise specified pursuant to Section 2.03) or, at the option of the Company, by check mailed to the address of the Person entitled thereto as such address shall appear in the Debt Security Register or, if provided pursuant to Section 2.03 and in accordance with arrangements satisfactory to the Trustee, at the option of the Registered Holder by wire transfer to an account designated by the Registered Holder.

(b) No interest shall be payable with respect to a Bearer Security or Coupon unless such certification requirements as are specified pursuant to Section 2.03(8)(z) are satisfied with respect to such Bearer Security or Coupon. Interest on any Coupon Security that is payable and is punctually paid or duly provided for on any interest payment date shall be paid to the Holder of the Coupon that has matured on such interest payment date upon surrender of such Coupon on or after such interest payment date at the principal London office of the Trustee or at such other Place of Payment outside the United States specified pursuant to Section 2.03.

Interest on any Bearer Security (other than a Coupon Security) that is payable and is punctually paid or duly provided for on any interest payment date shall be paid to the Holder of the Bearer Security upon presentation of such Bearer Security and notation thereon on or after such interest payment date at the principal London office of the Trustee or at such other Place of Payment outside the United States specified pursuant to Section 2.03.

Unless otherwise specified pursuant to Section 2.03, at the direction of the Holder of any Bearer Security or Coupon payable in Dollars, and subject to applicable laws and regulations, payments in respect of such Bearer Security or Coupon will be made by check drawn on a bank in New York, New York or, in accordance with arrangements satisfactory to the Trustee, by wire transfer to a Dollar account maintained by such Holder with a bank outside the United States. If such payment at the offices of all paying agents outside the United States becomes illegal or is effectively precluded because of the imposition of exchange controls or similar restrictions on the full payment or receipt of such amounts in Dollars, then, to the extent permitted by United States tax law, the Company will appoint an office or agent in the United States at which such payment may be made. Unless otherwise specified pursuant to Section 2.03, at the direction of the Holder of any Bearer Security or Coupon payable in a Foreign Currency, payment on such Bearer Security or Coupon will be made by a check drawn on a bank outside the United States or, in accordance with arrangements satisfactory to the Trustee, by wire transfer to an appropriate account maintained by such Holder outside the United States. Except as provided in this paragraph, no payment on any Bearer Security or Coupon will be made by mail to an address in the United States or by transfer to an account in the United States.

(c) Subject to the provisions of this Section 2.12 and Section 2.17, each Debt Security of a particular series delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Debt Security of the same series shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Debt Security.

SECTION 2.13. Securities Denominated in Foreign Currencies. (a) Except as otherwise specified pursuant to Section 2.03 for Bearer Securities of any series, payment of the principal of, and premium, if any, and interest on,

Bearer Securities of such series denominated in any Currency will be made in such Currency.

(b) Except as otherwise specified pursuant to Section 2.03 for Registered Securities of any series, payment of the principal of, and premium, if any, and interest on, Registered Securities of such series will be made in Dollars.

(c) For the purposes of calculating the principal amount of Debt Securities of any series denominated in a Foreign Currency for any purpose under this Indenture, the principal amount of such Debt Securities at any time Outstanding shall be deemed to be the Dollar Equivalent of such principal amount as of the date of any such calculation.

In the event any Foreign Currency in which any payment with respect to any series of Debt Securities may be made ceases to be a freely convertible Currency on United States currency markets, for any date thereafter on which payment of principal of, or premium, if any, or interest on, the Debt Securities of a series is due, the Company shall select the Currency of payment for use on such date, all as provided in the Debt Securities of such series. In such event, the Company shall, as provided in the Debt Securities of such series, notify the Trustee in writing of the Currency which it has selected to constitute the funds necessary to meet the Company's obligations on such payment date and of the amount of such Currency to be paid. Such amount shall be determined as provided in the Debt Securities of such series. The payment to the Trustee with respect to such payment date shall be made by the Company solely in the Currency so selected.

SECTION 2.14. Wire Transfers. Notwithstanding any other provision to the contrary in this Indenture, the Company may make any payment of monies required to be deposited with the Trustee on account of principal of, or premium, if any, or interest on, the Debt Securities (whether pursuant to optional or mandatory redemption payments, interest payments or otherwise) by wire transfer in immediately available funds to an account designated by the Trustee on or before the date such moneys are to be paid to the Holders of the Debt Securities in accordance with the terms hereof.

SECTION 2.15. Securities Issuable in the Form of a Global Security. (a) If the Company shall establish pursuant to Sections 2.01 and 2.03 that the Debt Securities

of a particular series are to be issued in whole or in part in the form of one or more Global Securities, then the Company shall execute and the Trustee or its agent shall, in accordance with Section 2.05, authenticate and make available for delivery, such Global Security or Securities, which (i) shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, the Outstanding Debt Securities of such series to be represented by such Global Security or Securities, or such portion thereof as the Company shall specify in an Officers' Certificate, (ii) shall be registered in the name of the Depositary for such Global Security or Securities or its nominee, (iii) shall be delivered by the Trustee or its agent to the Depositary or pursuant to the Depositary's instruction and (iv) shall bear a legend substantially to the following effect: "Unless and until it is exchanged in whole or in part for the individual Debt Securities represented hereby, this Global Security may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary." or such other legend as may then be required by the Depositary for such Global Security or Securities.

(b) Notwithstanding any other provision of this Section 2.15 or of Section 2.07 to the contrary, and subject to the provisions of paragraph (c) below, unless the terms of a Global Security expressly permit such Global Security to be exchanged in whole or in part for definitive Debt Securities in registered form, a Global Security may be transferred, in whole but not in part and in the manner provided in Section 2.07, only by the Depositary to a nominee of the Depositary for such Global Security, or by a nominee of the Depositary to the Depositary or another nominee of the Depositary, or by the Depositary or a nominee of the Depositary to a successor Depositary for such Global Security selected or approved by the Company, or to a nominee of such successor Depositary.

(c) (i) If at any time the Depositary for a Global Security or Securities notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security or Securities or if at any time the Depositary for the Debt Securities for such series shall no longer be eligible or in good standing under the Exchange Act or other applicable statute, rule or regulation, the Company shall appoint a successor Depositary with respect to such Global Security or Securities. If a successor

Depositary for such Global Security or Securities is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company shall execute, and the Trustee or its agent, upon receipt of a Company Order for the authentication and delivery of such individual Debt Securities of such series in exchange for such Global Security or Securities, will authenticate and make available for delivery, individual Debt Securities of such series of like tenor and terms in definitive form in an aggregate principal amount equal to the principal amount of such Global Security or Securities, and make available for delivery such individual Debt Securities in exchange for such Global Security or Securities.

(ii) The Company may at any time and in its sole discretion determine that the Debt Securities of any series or portion thereof issued or issuable in the form of one or more Global Securities shall no longer be represented by such Global Security or Securities. In such event the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of individual Debt Securities of such series in exchange in whole or in part for such Global Security or Securities, will authenticate and make available for delivery individual Debt Securities of such series of like tenor and terms in definitive form in an aggregate principal amount equal to the aggregate principal amount of such series or portion thereof of such Global Security or Securities, and make available for delivery such individual Debt Securities in exchange for such Global Security or Securities.

(iii) If specified by the Company pursuant to Sections 2.01 and 2.03 with respect to Debt Securities issued or issuable in the form of a Global Security, the Depositary for such Global Security may surrender such Global Security in exchange in whole or in part for individual Debt Securities of such series of like tenor and terms in definitive form on such terms as are acceptable to the Company, the Trustee and such Depositary. Thereupon the Company shall execute, and the Trustee or its agent upon receipt of a Company Order for the authentication and delivery of definitive Debt Securities of such series shall authenticate and make available for delivery, without service charge, (1) to each Person specified by such Depositary a new Debt Security or Securities of the same series of like tenor and terms and of any authorized denomination as requested by such Person in aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and (2) to such

Depositary a new Global Security of like tenor and terms and in an authorized denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Debt Securities delivered to Holders thereof.

(iv) In any exchange provided for in any of the preceding three paragraphs, the Company will execute and the Trustee or its agent will authenticate and make available for delivery individual Debt Securities. Upon the exchange of the entire principal amount of a Global Security for individual Debt Securities, such Global Security shall be canceled by the Trustee or its agent. Except as provided in the preceding paragraph, Registered Securities issued in exchange for a Global Security pursuant to this Section 2.15 shall be registered in such names and in such authorized denominations as the Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee or the Registrar. The Trustee or the Registrar shall make available for delivery such Registered Securities to the Persons in whose names such Registered Securities are so registered.

(v) Payments in respect of the principal of and interest on any Debt Securities registered in the name of the Depositary or its nominee will be payable to the Depositary or such nominee in its capacity as the registered owner of such Global Security. The Company and the Trustee may treat the person in whose names the Debt Securities, including the Global Security, are registered as the owner thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. None of the Company, the Trustee, any Registrar, the paying agent or any agent of the Company or the Trustee will have any responsibility or liability for (a) any aspect of the records relating to or payments made on account of the beneficial ownership interests of the Global Security by the Depositary or its nominee or any of the Depositary's direct or indirect participants, or for maintaining, supervising or reviewing any records of the Depositary, its nominee or any of its direct or indirect participants relating to the beneficial ownership interests of the Global Security, (b) the payments to the beneficial owners of the Global Security of amounts paid to the Depositary or its nominee, or (c) any other matter relating to the actions and practices of the Depositary, its nominee or any of its direct or indirect participants. None of the Company, the Trustee or any such agent will be liable for any delay by the Depositary, its nominee, or any of its direct or indirect participants in

identifying the beneficial owners of the Debt Securities, and the Company and the Trustee may conclusively rely on, and will be protected in relying on, instructions from the Depositary or its nominee for all purposes (including with respect to the registration and delivery, and the respective principal amounts, of the Debt Securities to be issued).

The Trustee shall make available for delivery individual Bearer Securities issued in exchange for a Global Security pursuant to this Section 2.15 to the Persons and in such authorized denominations as the Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee; provided, however, that individual Bearer Securities shall be delivered in exchange for a Global Security only in accordance with the procedures as may be specified pursuant to Section 2.03.

Notwithstanding the foregoing, the exchange of Bearer Securities for Registered Securities will be subject to the provisions of United States income tax laws and regulations applicable to debt securities in effect at the time of such exchange.

SECTION 2.16. Medium Term Securities.

Notwithstanding any contrary provision herein, if all Debt Securities of a series are not to be originally issued at one time, it shall not be necessary for the Company to deliver to the Trustee an Officers' Certificate, resolutions of the Board of Directors, supplemental Indenture, Opinion of Counsel or written order or any other document otherwise required pursuant to Section 2.01, 2.03, 2.05 or 13.05 at or prior to the time of authentication of each Debt Security of such series if such documents are delivered to the Trustee or its agent at or prior to the authentication upon original issuance of the first such Debt Security of such series to be issued; provided, however, that any subsequent request by the Company to the Trustee to authenticate Debt Securities of such series upon original issuance shall constitute a representation and warranty by the Company that, as of the date of such request, the statements made in the Officers' Certificate delivered pursuant to Section 2.05 or 13.05 shall be true and correct as if made on such date; provided further, however, that, with respect to Debt Securities of a series which are not to be issued at one time, the Trustee shall be entitled to receive such Opinion of Counsel only once at or prior to the time of the first authentication of Debt Securities of such series and the Opinion of Counsel described above shall state:

(a) that, when the terms of such Debt Securities shall have been established pursuant to a written order of the Company or pursuant to such procedures as may be specified from time to time by a written order of the Company, all as contemplated by and in accordance with a resolution of the Board of Directors or an Officers' Certificate pursuant to a resolution of the Board of Directors or indenture supplemental hereto, as the case may be, such terms will have been established in conformity with the provisions of this Indenture, and

(b) that such Debt Securities, when (i) executed by the Company, (ii) completed, authenticated and made available for delivery by the Trustee in accordance with this Indenture, (iii) issued and delivered by the Company and (iv) paid for, all as contemplated by and in accordance with the aforesaid written order of the Company or specified procedures, as the case may be, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, except as (i) the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and (ii) rights of acceleration and the availability of equitable remedies may be limited by equitable principles of general applicability.

A Company Order delivered by the Company to the Trustee in the circumstances set forth in the preceding paragraph, may provide that Debt Securities which are the subject thereof will be authenticated and made available for delivery by the Trustee or its agent on original issue from time to time upon the telephonic or written order of Persons designated in such written order (any such telephonic instructions to be promptly confirmed in writing by such Person) and that such Persons are authorized to determine, consistent with the Officers' Certificate, supplemental Indenture or resolution of the Board of Directors relating to such written order, such terms and conditions of such Debt Securities as are specified in such Officers' Certificate, supplemental Indenture or such resolution.

SECTION 2.17. Defaulted Interest. (a) Any interest on any Debt Security of a particular series which is payable, but is not punctually paid or duly provided for, on the dates and in the manner provided in the Debt Securities of such series and in this Indenture (herein called "Defaulted Interest") shall, if such Debt Security is a Registered Security, forthwith cease to be payable to the

Registered Holder thereof on the relevant record date by virtue of having been such Registered Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Registered Securities of such series are registered at the close of business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each such Registered Security of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a special record date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such special record date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be mailed, first class postage pre-paid, to each Holder thereof at his address as it appears in the Security Register, not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Registered Securities of such series are registered at the close of business on such special record date. In case a Coupon Security of any such series is surrendered in exchange for a Registered Security of such series after the close of business (at an office or agency in a Place of Payment for such series) on any special record date and before the opening of business (at such office or agency) on the related proposed date of payment of Defaulted Interest, such Coupon Security shall be surrendered without the

Coupon relating to such proposed date of payment and Defaulted Interest will not be payable on such proposed date of payment in respect of the Registered Security issued in exchange for such Coupon Security, but will be payable only to the Holder of such Coupon when due in accordance with the provisions of this Indenture.

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

(b) Any Defaulted Interest payable in respect of Bearer Securities of any series shall be payable pursuant to such procedures as may be satisfactory to the Trustee in such manner that there is no discrimination between the Holders of Registered Securities (if any) and Bearer Securities of such series, and notice of the payment date therefor shall be given by the Trustee, in the name and at the expense of the Company, in the manner provided in Section 13.03 not more than 25 days and not less than 20 days prior to the date of the proposed payment.

SECTION 2.18. Judgments. The Company may provide pursuant to Section 2.03 for Debt Securities of any series that (a) the obligation, if any, of the Company to pay the principal of, and premium, if any, and interest on, the Debt Securities of any series in a Foreign Currency or Dollars (the "Designated Currency") as may be specified pursuant to Section 2.03 is of the essence and agrees that, to the fullest extent possible under applicable law, judgments in respect of Debt Securities of such series shall be given in the Designated Currency; (b) the obligation of the Company to make payments in the Designated Currency of the principal of, and premium, if any, and interest on, such Debt Securities shall, notwithstanding any payment in any other Currency (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the Designated Currency that the Holder receiving such payment may, in accordance with normal banking procedures, purchase with the sum paid in such other Currency (after any premium and cost of exchange) on the Business Day in the country of issue of the Designated Currency or in the international banking community (in the case of a composite currency)

immediately following the day on which such Holder receives such payment; (c) if the amount in the Designated Currency that may be so purchased for any reason falls short of the amount originally due, the Company shall pay such additional amounts as may be necessary to compensate for such shortfall; and (d) any obligation of the Company not discharged by such payment shall be due as a separate and independent obligation and, until discharged as provided herein, shall continue in full force and effect.

SECTION 2.19. CUSIP Numbers. The Company in issuing the Debt Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption 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 Debt 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 Debt Securities, and any such redemption shall not be affected by any defect in or omission of such numbers.

ARTICLE III

Redemption of Debt Securities

SECTION 3.01. Applicability of Article. The provisions of this Article shall be applicable to the Debt Securities of any series which are redeemable except as otherwise specified as contemplated by Section 2.03 for Debt Securities of such series.

SECTION 3.02. [Reserved.]

SECTION 3.03. Notice of Redemption; Selection of Debt Securities. In case the Company shall desire to exercise the right to redeem all or, as the case may be, any part of the Debt Securities of any series in accordance with their terms, the Company shall fix a date for redemption and shall, in the manner provided in Section 13.03, give notice of such redemption at least 30 and not more than 60 days prior to the date fixed for redemption to the Holders of Debt Securities of such series so to be redeemed as a whole or in part. The notice if given in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. In any case, failure to give such notice or any defect in the notice to the Holder of any Debt Security of a series designated for redemption as a whole or in part shall not

affect the validity of the proceedings for the redemption of any other Debt Security of such series.

Each such notice of redemption shall specify (i) the date fixed for redemption, (ii) the redemption price at which Debt Securities of such series are to be redeemed, (iii) the Place or Places of Payment that payment will be made upon presentation and surrender of such Debt Securities, (iv) that any interest accrued to the date fixed for redemption will be paid as specified in said notice, (v) that the redemption is for a sinking fund payment (if applicable), (vi) that, unless otherwise specified in such notice, Coupon Securities of any series, if any, surrendered for redemption must be accompanied by all Coupons maturing subsequent to the date fixed for redemption, failing which the amount of any such missing Coupon or Coupons will be deducted from the redemption price, (vii) if the Bearer Securities of any series are to be redeemed and any Registered Securities of such series are not to be redeemed, and if such Bearer Securities may be exchanged for Registered Securities not subject to redemption on the applicable redemption date pursuant to Section 2.15(c) or otherwise, the last date on which such exchanges may be made, (viii) that, unless the Company defaults in making such redemption payment or unless the Debt Securities of that series are subordinated pursuant to the terms of Article XII and the paying agent is prohibited from making such payment pursuant to the terms of this Indenture, that on and after said date any interest thereon or on the portions thereof to be redeemed will cease to accrue and, in the case of Original Issue Discount Securities, original issue discount will cease to accrue, (ix) the terms of the Debt Securities of that series pursuant to which the Debt Securities of that series are being redeemed, (x) the CUSIP number or numbers, if any, printed on the Debt Securities of that series, and (xi) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice and printed on the Debt Securities of that series. In case any Debt Security of a series is to be redeemed in part only, the notice of redemption shall state the portion of the principal amount thereof to be redeemed and shall state that on and after the date fixed for redemption, upon surrender of such Debt Security, a new Debt Security or Debt Securities of that series in principal amount equal to the unredeemed portion thereof, and in the case of a Bearer Security with appropriate Coupons, if any, will be issued.

At least 60 days before the redemption date (unless the Trustee consents to a shorter period), the

Company shall give notice to the Trustee in writing of the redemption date, the principal amount of Debt Securities to be redeemed and the series and terms of the Debt Securities pursuant to which such redemption will occur. Such notice shall be accompanied by an Officers' Certificate and an Opinion of Counsel from the Company to the effect that such redemption will comply with the conditions herein.

On or prior to the redemption date for any Registered Securities, the Company shall deposit with the Trustee or with a paying agent (or, if the Company is acting as its own paying agent, segregate and hold in trust) an amount of money in the Currency in which such Debt Securities are denominated (except as provided pursuant to Section 2.03) sufficient to pay the redemption price of such Registered Securities or any portions thereof that are to be redeemed on that date. In the case of any redemption pertaining to Bearer Securities or Coupon Securities, the Company shall, no later than such redemption date, deposit with the Trustee or with a paying agent (other than the Company) an amount of money in the Currency in which such Debt Securities are denominated (except as provided pursuant to Section 2.03) sufficient to pay the redemption price of such Bearer or Coupon Securities or any portion thereof that are to be redeemed on the redemption date.

If fewer than all the Debt Securities of a series are to be redeemed, the Trustee shall select the Debt Securities of that series or portions thereof (in multiples of $1,000 or the minimum authorized denomination for the Debt Securities of that series, whichever is greater) to be redeemed by lot or by such other method as the Trustee considers fair and appropriate (and in such manner as complies with applicable requirements of any stock exchange on which the Debt Securities of such series are listed). In any case where more than one Registered Security of such series is registered in the same name, the Trustee in its discretion may treat the aggregate principal amount so registered as if it were represented by one Registered Security of such series. The Trustee shall promptly notify the Company in writing of the Debt Securities selected for redemption and, in the case of any Debt Securities selected for partial redemption, the principal amount thereof to be redeemed. If any Debt Security called for redemption shall not be so paid upon surrender thereof on such redemption date, the principal, premium, if any, and interest shall bear interest until paid from the redemption date at the rate borne by the Debt Securities of that series. Provisions of this Indenture that apply to Debt Securities

called for redemption also apply to portions of Debt Securities called for redemption.

SECTION 3.04. Payment of Debt Securities Called for Redemption. If notice of redemption has been given as provided in Section 3.03, the Debt Securities or portions of Debt Securities of the series with respect to which such notice has been given shall become due and payable on the date and at the Place or Places of Payment stated in such notice at the applicable redemption price, together with any interest accrued to the date fixed for redemption, and on and after said date (unless the Company shall default in the payment of such Debt Securities at the applicable redemption price, together with any interest accrued to said date) any interest on such Debt Securities or portions of such Debt Securities so called for redemption shall cease to accrue, any original issue discount in the case of Original Issue Discount Securities shall cease to accrue and any Coupons for such interest appertaining to any Coupon Securities to be redeemed, except to the extent described below, shall be void. On presentation and surrender of such Debt Securities at the Place or Places of Payment in said notice specified, the said Debt Securities or the specified portions thereof shall be paid and redeemed by the Company at the applicable redemption price, together with any interest accrued thereon to the date fixed for redemption.

If any Coupon Security surrendered for redemption shall not be accompanied by all Coupons appertaining thereto maturing on or after the applicable redemption date, the redemption price for such Coupon Security may be reduced by an amount equal to the face amount of all such missing Coupons. If thereafter the Holder of such Coupon shall surrender to any paying agent outside the United States any such missing Coupon in respect of which a deduction shall have been made from the redemption price, such Holder shall be entitled to receive the amount so deducted. The surrender of such missing Coupon or Coupons may be waived by the Company and the Trustee, if there be furnished to them such security or indemnity as they may require to save each of them and any paying agent harmless.

Any Debt Security that is to be redeemed only in part shall be surrendered at the Corporate Trust Office of the Trustee or such other office or agency of the Company as is specified pursuant to Section 2.03 (in the case of Registered Securities) and at the principal London office of the Trustee or such other office or agency of the Company outside the United States as is specified pursuant to Section 2.03 (in the case of Bearer Securities) with, if the

Company, the Registrar or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company, the Registrar and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing, and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Debt Security without service charge, a new Debt Security or Debt Securities of the same series, of like tenor and form, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Debt Security so surrendered, and, in the case of a Coupon Security, with appropriate Coupons attached; except that if a Global Security is so surrendered, the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Depositary for such Global Security, without service charge, a new Global Security in a denomination equal to and in exchange for the unredeemed portion of the principal of the Global Security so surrendered. In the case of a Debt Security providing appropriate space for such notation, at the option of the Holder thereof, the Trustee, in lieu of delivering a new Debt Security or Debt Securities as aforesaid, may make a notation on such Debt Security of the payment of the redeemed portion thereof.

SECTION 3.05. Mandatory and Optional Sinking Funds. The minimum amount of any sinking fund payment provided for by the terms of Debt Securities of any series, resolution of the Board of Directors or a supplemental Indenture is herein referred to as a "mandatory sinking fund payment," and any payment in excess of such minimum amount provided for by the terms of Debt Securities of any series, resolution of the Board of Directors or a supplemental Indenture is herein referred to as an "optional sinking fund payment."

In lieu of making all or any part of any mandatory sinking fund payment with respect to any Debt Securities of a series in cash, the Company may at its option (a) deliver to the Trustee Debt Securities of that series (together with the unmatured Coupons, if any, appertaining thereto) theretofore purchased or otherwise acquired by the Company or (b) receive credit for the principal amount of Debt Securities of that series which have been redeemed either at the election of the Company pursuant to the terms of such Debt Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Debt Securities, resolution or supplemental Indenture; provided, however, that such Debt Securities have not been

previously so credited. Such Debt Securities shall be received and credited for such purpose by the Trustee at the redemption price specified in such Debt Securities, resolution or supplemental indenture for redemption through operation of the sinking fund and the amount of such mandatory sinking fund payment shall be reduced accordingly.

SECTION 3.06. Redemption of Debt Securities for Sinking Fund. Not less than 60 days prior to each sinking fund payment date for any series of Debt Securities, the Company will deliver to the Trustee an Officers' Certificate specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, any resolution or supplemental indenture, the portion thereof, if any, which is to be satisfied by payment of cash in the Currency in which the Debt Securities of such series are denominated (except as provided pursuant to Section 2.03) and the portion thereof, if any, which is to be satisfied by delivering and crediting Debt Securities of that series pursuant to this Section 3.06 (which Debt Securities, if not previously redeemed, will accompany such certificate) and whether the Company intends to exercise its right to make any permitted optional sinking fund payment with respect to such series. Such certificate shall also state that no Event of Default has occurred and is continuing with respect to such series. Such certificate shall be irrevocable and upon its delivery the Company shall be obligated to make the cash payment or payments therein referred to, if any, on or before the next succeeding sinking fund payment date. Failure of the Company to deliver such certificate (or to deliver the Debt Securities and Coupons, if any, specified in this paragraph) shall not constitute a Default, but such failure shall require that the sinking fund payment due on the next succeeding sinking fund payment date for that series shall be paid entirely in cash and shall be sufficient to redeem the principal amount of such Debt Securities subject to a mandatory sinking fund payment without the option to deliver or credit Debt Securities as provided in this Section 3.06 and without the right to make any optional sinking fund payment, if any, with respect to such series.

Any sinking fund payment or payments (mandatory or optional) made in cash plus any unused balance of any preceding sinking fund payments made in cash which shall equal or exceed $100,000 (or a lesser sum if the Company shall so request) with respect to the Debt Securities of any particular series shall be applied by the Trustee on the sinking fund payment date on which such payment is made (or, if such payment is made before a sinking fund payment date,

on the sinking fund payment date following the date of such payment) to the redemption of such Debt Securities at the Redemption Price specified in such Debt Securities, resolution or supplemental Indenture for operation of the sinking fund together with any accrued interest to the date fixed for redemption. Any sinking fund moneys not so applied or allocated by the Trustee to the redemption of Debt Securities shall be added to the next cash sinking fund payment received by the Trustee for such series and, together with such payment, shall be applied in accordance with the provisions of this Section 3.06. Any and all sinking fund moneys with respect to the Debt Securities of any particular series held by the Trustee on the last sinking fund payment date with respect to Debt Securities of such series and not held for the payment or redemption of particular Debt Securities shall be applied by the Trustee, together with other moneys, if necessary, to be deposited sufficient for the purpose, to the payment of the principal of the Debt Securities of that series at its Stated Maturity.

The Trustee shall select the Debt Securities to be redeemed upon such sinking fund payment date in the manner specified in the last paragraph of Section 3.03 and the Company shall cause notice of the redemption thereof to be given in the manner provided in Section 3.03 except that the notice of redemption shall also state that the Debt Securities are being redeemed by operation of the sinking fund. Such notice having been duly given, the redemption of such Debt Securities shall be made upon the terms and in the manner stated in Section 3.04.

At least one Business Day before each sinking fund payment date, the Company shall pay to the Trustee (or, if the Company is acting as its own paying agent, the Company shall segregate and hold in trust) in cash a sum in the Currency in which the Debt Securities of such series are denominated (except as provided pursuant to Section 2.03) equal to any interest accrued to the date fixed for redemption of Debt Securities or portions thereof to be redeemed on such sinking fund payment date pursuant to this Section 3.06.

The Trustee shall not redeem any Debt Securities of a series with sinking fund moneys or mail any notice of redemption of such Debt Securities by operation of the sinking fund for such series during the continuance of a Default in payment of interest on such Debt Securities or of any Event of Default (other than an Event of Default occurring as a consequence of this paragraph) with respect

to such Debt Securities, except that if the notice of redemption of any such Debt Securities shall theretofore have been mailed in accordance with the provisions hereof, the Trustee shall redeem such Debt Securities if cash sufficient for that purpose shall be deposited with the Trustee for that purpose in accordance with the terms of this Article III. Except as aforesaid, any moneys in the sinking fund for such series at the time when any such Default or Event of Default shall occur and any moneys thereafter paid into such sinking fund shall, during the continuance of such Default or Event of Default, be held as security for the payment of such Debt Securities; provided, however, that in case such Event of Default or Default shall have been cured or waived as provided herein, such moneys shall thereafter be applied on the next sinking fund payment date for such Debt Securities on which such moneys may be applied pursuant to the provisions of this Section 3.06.

ARTICLE IV

Particular Covenants of the Company

SECTION 4.01. Payment of Principal of, and Premium, if any, and Interest on, Debt Securities. The Company, for the benefit of each series of Debt Securities, will duly and punctually pay or cause to be paid the principal of, and premium, if any, and interest on, each of the Debt Securities and pay any Coupons at the place, at the respective times and in the manner provided herein, in the Debt Securities and in the Coupons. Each installment of interest on the Debt Securities may at the Company's option be paid by mailing checks for such interest payable to the Person entitled thereto pursuant to Section 2.07(a) to the address of such Person as it appears on the Debt Security Register. Any interest due on Coupon Securities on or before the Stated Maturity of the related Debt Security shall be payable only upon presentation and surrender of the several Coupons for such interest installments as are evidenced thereby as they severally mature.

Principal of, and premium, if any, and interest on Debt Securities of any series shall be considered paid on the date due if on such date the Trustee or any paying agent holds in accordance with this Indenture money sufficient to pay in the Currency in which the Debt Securities of such series are denominated (except as provided pursuant to Section 2.03) all principal, premium and interest then due and, in the case of Debt Securities subordinated pursuant to the terms of Article XII, the Trustee or such paying agent,

as the case may be, is not prohibited from paying such money to the Holders on that date pursuant to the terms of this Indenture.

The Company shall pay interest on overdue principal at the rate specified therefor in the Debt Securities and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

SECTION 4.02. Maintenance of Offices or Agencies for Registration of Transfer, Exchange and Payment of Debt Securities. The Company will maintain in each Place of Payment for any series of Debt Securities and Coupons, if any, an office or agency where Debt Securities and Coupons of such series (but, except as otherwise provided in Section 2.12, unless such Place of Payment is located outside the United States, not Bearer Securities or Coupons) may be presented or surrendered for payment, where Debt Securities of such series may be surrendered for transfer or exchange and where notices and demands to or upon the Company in respect of the Debt Securities and Coupons of such series and this Indenture may be served. So long as any Bearer Securities of any series remain outstanding, the Company will maintain for such purposes one or more offices or agencies outside the United States in such city or cities specified pursuant to Section 2.03 and, if any Bearer Securities are listed on a securities exchange that requires an office or agency for the payment of principal of, and premium, if any, or interest on, such Bearer Securities in a location other than the location of an office or agency specified pursuant to Section 2.03, the Company will maintain for such purposes an office or agency in such location so long as any Bearer Securities are listed on such securities exchange and such exchange so requires. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee (in the case of Registered Securities) and at the principal London office of the Trustee (in the case of Bearer Securities), and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may also from time to time designate different or additional offices or agencies to be maintained for such purposes (in or outside of such Place of Payment),

and may from time to time rescind any such designation; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligations described in the preceding paragraph. The Company will give prompt written notice to the Trustee of any such additional designation or rescission of designation and any change in the location of any such different or additional office or agency.

SECTION 4.03. Appointment to Fill a Vacancy in the Office of Trustee. The Company, whenever necessary to avoid or fill a vacancy in the office of Trustee, will appoint, in the manner provided in Section 7.08, a Trustee, so that there shall at all times be a Trustee hereunder with respect to each series of Debt Securities.

SECTION 4.04. Duties of Paying Agents, etc.

(a) The Company shall cause each paying agent, if any, other than the Trustee, to execute and deliver to the Trustee an instrument in which such agent shall agree with the Trustee, subject to the provisions of this Section 4.04,

(i) that it will hold all sums held by it as such agent for the payment of the principal of, and premium, if any, or interest on, the Debt Securities of any series and the payment of any related Coupons (whether such sums have been paid to it by the Company or by any other obligor on the Debt Securities or Coupons of such series) in trust for the benefit of the Holders of the Debt Securities and Coupons of such series;

(ii) that it will give the Trustee written notice of any failure by the Company (or by any other obligor on the Debt Securities or Coupons of such series) to make any payment of the principal of, and premium, if any, or interest on, the Debt Securities of such series or any payment on any related Coupons when the same shall be due and payable; and

(iii) that it will at any time during the continuance of an Event of Default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held by it as such agent.

(b) If the Company shall act as its own paying agent with respect to any series of Debt Securities, it will, on or before each due date of the principal of, and premium, if any, or interest on, the Debt Securities and Coupons, if any, of such series, set aside, segregate and hold in trust for the benefit of the Holders of the Debt

Securities and Coupons of such series a sum sufficient to pay such principal, premium, if any, or interest so becoming due. The Company will promptly notify the Trustee in writing of any failure by the Company to take such action or the failure by any other obligor on such Debt Securities or Coupons to make any payment of the principal of, and premium, if any, or interest on, such Debt Securities or Coupons when the same shall be due and payable.

(c) Anything in this Section 4.04 to the contrary notwithstanding, the Company may, at any time, for the purpose of obtaining a satisfaction and discharge of this Indenture, or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by it or any paying agent, as required by this Section 4.04, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such paying agent; and, upon such payment by any paying agent to the Trustee, such paying agent shall be released from all further liability with respect to such money.

(d) Whenever the Company shall have one or more paying agents with respect to any series of Debt Securities and Coupons, it will, on each due date of the principal of, and premium, if any, or interest on, any Debt Securities of such series, deposit with any such paying agent a sum sufficient to pay the principal, premium or interest so becoming due, such sum to be held in trust for the benefit of the Persons entitled thereto, and (unless any such paying agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

(e) Anything in this Section 4.04 to the contrary notwithstanding, the agreement to hold sums in trust as provided in this Section 4.04 is subject to the provisions of Section 11.05.

SECTION 4.05. Statement by Officers as to Default. The Company will deliver to the Trustee, on or before a date not more than four months after the end of each fiscal year of the Company (currently on a calendar year basis) ending after the date hereof, an Officers' Certificate (which need not comply with the requirements of Section 13.05) stating, as to each officer signing such certificate (one of which officers shall be the principal executive officer, principal financial officer or principal accounting officer of the Company), that (i) in the course of his performance of his duties as an officer of the Company he would normally have knowledge of any Default, (ii) whether or not to the best of his knowledge any Default

occurred during such year and (iii) if to the best of his knowledge the Company is in Default, specifying all such Defaults and what action the Company is taking or proposes to take with respect thereto. The Company also shall comply with Section 314(a)(4) of the Trust Indenture Act.

SECTION 4.06. [Reserved.]

SECTION 4.07. Further Instruments and Acts. The Company will, upon request of the Trustee, execute and deliver such further instruments and do such further acts as may reasonably be necessary or proper to carry out more effectually the purposes of this Indenture.

SECTION 4.08. Limitation on Liens. As long as any Debt Securities of a series entitled to the benefits of this covenant remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create or incur any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation or incurrence of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $200 million or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Debt Securities (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Debt Securities, whether then existing or thereafter created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 4.09. Limitation on Indebtedness of Restricted Subsidiaries. As long as any Debt Securities of a series entitled to the benefits of this covenant remain Outstanding, the Company will not permit any Restricted Subsidiary to incur any Indebtedness if immediately after the incurrence of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $200 million or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries; provided that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the

extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

SECTION 4.10. Designation of Subsidiaries. As long as any Debt Securities of a series entitled to the benefits of this covenant remain Outstanding, the Company may designate a Restricted Subsidiary as an Unrestricted Subsidiary or designate an Unrestricted Subsidiary as a Restricted Subsidiary at any time, provided that (1) immediately after giving effect to such designation, the Leverage Ratio of the Restricted Group is not greater than 7:1 and the Company and the Restricted Subsidiaries are in compliance with Sections 4.08 and 4.09, and (2) an Officers' Certificate with respect to such designation is delivered to the Trustee within 75 days after the end of the fiscal quarter of the Company in which such designation is made (or, in the case of a designation made during the last fiscal quarter of the Company's fiscal year, within 120 days after the end of such fiscal year), which Officers' Certificate shall state the effective date of such designation. The Company shall make the initial designation of Restricted Subsidiaries with respect to the Debt Securities of any series, and deliver the required Officers' Certificate with respect thereto to the Trustee, on or prior to the date of initial issuance of Debt Securities of such series.

SECTION 4.11. Waiver of Certain Covenants. The Company may omit in any particular instance to comply with any term, provision or condition set forth in Sections 4.08, 4.09 and 4.10, with respect to the Debt Securities of any series if before the time for such compliance the Holders of at least a majority in principal amount of the outstanding Debt Securities of such series shall either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

SECTION 4.12. Calculation of Original Issue Discount. In the event that there has accrued with respect to any Outstanding Original Issue Discount Debt Securities

any original issue discount, the Company shall file with the Trustee within 30 days of the end of each calendar year a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on Outstanding Original Issue Discount Debt Securities as of the end of such year.

ARTICLE V

Holders' Lists and Reports by the Company and the Trustee

SECTION 5.01. Company to Furnish Trustee Information as to Names and Addresses of Holders; Preservation of Information. The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee with respect to the Registered Securities of each series:

(a) not more than 15 days after each record date with respect to the payment of interest, if any, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Registered Holders as of such record date, and

(b) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and contents as of a date not more than 15 days prior to the time such list is furnished;

provided, however, that so long as the Trustee shall be the Registrar, such lists shall not be required to be furnished.

The Company shall also be required to furnish to the Trustee at all such times set forth above all information in the possession or control of the Company or any of its paying agents other than the Trustee as to the names and addresses of the Bearer Holders of all series; provided, however, that the Company shall have no obligation to investigate any matter relating to any Bearer Holders.

The Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the Holders (1) contained in the most recent list furnished to it as provided in this Section 5.01 or (2) received by it in the capacity of paying agent or Registrar (if so acting) hereunder.

The Trustee may destroy any list furnished to it as provided in this Section 5.01 upon receipt of a new list so furnished.

SECTION 5.02. Communications to Holders. Holders may communicate pursuant to Section 312(b) of the Trust Indenture Act with other Holders with respect to their rights under this Indenture or the Debt Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of Section 312(c) of the Trust Indenture Act.

SECTION 5.03. Reports by Company. (a) The Company covenants and agrees to file with the Trustee, within 15 days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as said Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with said Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or, if the Company is not required to file information, documents or reports pursuant to either of such Sections, then to file with the Trustee and said Commission, in accordance with rules and regulations prescribed from time to time by said Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations.

(b) The Company covenants and agrees to file with the Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents, and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations.

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

SECTION 5.04. Reports by Trustee. As promptly as practicable after each May 15 beginning with the May 15 following the date of this Indenture, and in any event prior to July 15 in each year, the Trustee shall mail to each Holder a brief report dated as of such May 15 that complies with Section 313(a) of the Trust Indenture Act. The Trustee also shall comply with Section 313(b) of the Trust Indenture Act.

Reports pursuant to this Section 5.04 shall be transmitted by mail:

(1) to all Registered Holders, as the names and addresses of such Holders appear in the Debt Security Register;

(2) to such Bearer Holders of any series as have, within two years preceding such transmission, filed their names and addresses with the Trustee for such series for that purpose; and

(3) except in the case of reports under Section 313(b)(2) of the Trust Indenture Act, to each Holder of a Debt Security of any series whose name and address appear in the information preserved at the time by the Trustee in accordance with Section 5.01.

A copy of each report at the time of its mailing to Holders shall be filed with the Securities and Exchange Commission and each stock exchange (if any) on which the Debt Securities of any series are listed. The Company agrees to notify promptly the Trustee whenever the Debt Securities of any series become listed on any stock exchange and of any delisting thereof.

ARTICLE VI

Remedies of the Trustee and Holders in Event of Default

SECTION 6.01. Events of Default. If any one or more of the following shall have occurred and be continuing with respect to Debt Securities of any series unless it is inapplicable to a particular series (each of the following, an "Event of Default"):

(a) default in the payment of any installment of interest upon any Debt Securities of that series or any payment with respect to the related Coupons, if any, as and when the same shall become due and payable, whether

or not such payment shall be prohibited by Article XII, if applicable, and continuance of such default for a period of 30 days; or

(b) default in the payment of the principal of or premium, if any, on any Debt Securities of that series as and when the same shall become due and payable, whether at Stated Maturity, upon redemption, by declaration, upon required repurchase or otherwise, whether or not such payment shall be prohibited by Article XII, if applicable; or

(c) default in the payment of any sinking fund payment with respect to any Debt Securities of that series as and when the same shall become due and payable; or

(d) failure on the part of the Company to comply with Article X; or

(e) failure on the part of the Company duly to observe or perform any other of the covenants or agreements on the part of the Company in the Debt Securities of that series, in any resolution of the Board of Directors authorizing the issuance of that series of Debt Securities, in this Indenture with respect to such series or in any supplemental Indenture with respect to such series (other than a covenant a default in the performance of which is elsewhere in this Section specifically dealt with or which has expressly been included in this Indenture solely for the benefit of one or more series of Debt Securities other than that series), continuing for a period of 60 days after the date on which written notice specifying such failure and requiring the Company to remedy the same shall have been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in aggregate principal amount of the Debt Securities of that series at the time Outstanding; or

(f) Indebtedness of the Company or any Restricted Subsidiary of the Company is not paid within any applicable grace period after final maturity or is accelerated by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds 5% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries at the time and such

default remains uncured or such acceleration is not rescinded; or

(g) the Company or any of its Restricted Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking relief under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) consent to the institution of, or fail to controvert within the time and in the manner prescribed by law, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or any such Restricted Subsidiary or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) admit in writing its inability or fail generally to pay its debts as they become due, (vii) take corporate action for the purpose of effecting any of the foregoing, or (viii) take any comparable action under any foreign laws relating to insolvency; or

(h) the entry of an order or decree by a court having competent jurisdiction in the premises for (i) relief in respect of the Company or any of its Restricted Subsidiaries or a substantial part of any of their property under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, (ii) the appointment of a receiver, trustee, custodian, sequestrator or similar official for the Company or any such Restricted Subsidiary or for a substantial part of any of their property (except any decree or order appointing such official of any Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another Subsidiary or Subsidiaries of the Company or to the Company) or (iii) the winding-up or liquidation of the Company or any such Restricted Subsidiary (except any decree or order approving or ordering the winding up or liquidation of the affairs of a Restricted Subsidiary pursuant to a plan under which the assets and operations of such Restricted Subsidiary are transferred to or combined with another Subsidiary or Subsidiaries of the Company or to the Company); and such order or decree shall continue unstayed and in effect for 60 consecutive days; or any similar relief

is granted under any foreign laws and the order or decree stays in effect for 60 consecutive days; or

(i) any other Event of Default provided with respect to Debt Securities of that series;

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding. If an Event of Default described in clause (g) or (h) occurs with respect to the Company, then and in each and every such case, unless the principal of and interest on all the Debt Securities shall have become due and payable, the principal of (or, if any Debt Securities are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms thereto) and interest on all the Debt Securities then Outstanding hereunder shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders, anything contained in this Indenture or in the Debt Securities to the contrary notwithstanding.

Notwithstanding the foregoing provision of this Section 6.01, if the principal of, premium, if any, or interest on any Debt Security is payable in a Foreign Currency and such Foreign Currency is not available to the Company for making payment thereof due to the imposition of exchange controls or other circumstances beyond the control of the Company (a "Conversion Event"), the Company will be entitled to satisfy its obligations to Holders of the Debt Securities by making such payment in Dollars in an amount equal to the Dollar Equivalent of the amount payable in such Foreign Currency. Notwithstanding the foregoing provisions of this Section 6.01, any payment made under such

circumstances in Dollars where the required payment is in a Foreign Currency will not constitute an Event of Default under this Indenture.

Promptly after the occurrence of a Conversion Event, the Company shall give written notice thereof to the Trustee, and the Trustee, promptly after receipt of such notice, shall give notice thereof in the manner provided in Section 13.03 to the Holders. Promptly after the making of any payment in Dollars as a result of a Conversion Event, the Company shall give notice in the manner provided in Section 13.03 to the Holders, setting forth the applicable Dollar Equivalent and describing the calculation of such payment.

The Holders of a majority in principal amount of the Debt Securities of a particular series by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree already rendered and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of acceleration. Upon any such rescission, the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the parties hereto shall continue as though no such proceeding had been taken.

In case the Trustee or any Holder shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of such rescission or annulment or for any other reason or shall have been determined adversely to the Trustee or such Holder, then and in every such case the parties hereto shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the parties hereto shall continue as though no such proceeding had been taken.

The foregoing Events of Default shall constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

The Company shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an Officers' Certificate of any event which with the giving of notice and the lapse of time would become an Event

of Default under clause (d), (e), (f) or (i), its status and what action the Company is taking or proposes to take with respect thereto.

SECTION 6.02. Collection of Indebtedness by Trustee, etc. If an Event of Default occurs and is continuing, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the sums so due and unpaid or enforce the performance of any provision of the Debt Securities of the affected series or this Indenture, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Company or any obligor upon the Debt Securities, and the Coupons, if any, appertaining thereto, of such series (and collect in the manner provided by law out of the property of the Company or any obligor upon the Debt Securities wherever situated the moneys adjudged or decreed to be payable).

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor upon the Debt Securities and Coupons, if any, of any series under Title 11 of the United States Code or any other Federal or State bankruptcy, insolvency or similar law, or in case a receiver, trustee or other similar official shall have been appointed for its property, or in case of any other similar judicial proceedings relative to the Company or any other obligor upon the Debt Securities of any series, its creditors or its property, the Trustee, irrespective of whether the principal of Debt Securities and Coupons, if any, of any series shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 6.02, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal, premium, if any, and interest (or, if the Debt Securities of such series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of such series) owing and unpaid in respect of the Debt Securities and Coupons of such series, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith) and of the Holders thereof allowed in any such judicial

proceedings relative to the Company, or any other obligor upon the Debt Securities and Coupons of such series, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of such Holders and of the Trustee on their behalf, and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of such Holders to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to such Holders, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other reasonable expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith.

All rights of action and of asserting claims under this Indenture, or under any of the Debt Securities and the Coupons, if any, appertaining thereto, of any series, may be enforced by the Trustee without the possession of any such Debt Securities or Coupons, or the production thereof in any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment (except for any amounts payable to the Trustee pursuant to Section 7.06) shall be for the ratable benefit of the Holders of all the Debt Securities or Coupons in respect of which such action was taken.

In case of an Event of Default hereunder the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

SECTION 6.03. Application of Moneys Collected by Trustee. Any moneys or other property collected by the Trustee pursuant to Section 6.02 with respect to Debt Securities and Coupons, if any, of any series shall be applied, after giving effect to the provisions of Article XII, if applicable, in the order following, at the date or dates fixed by the Trustee for the distribution of such moneys or other property, upon presentation of the

several Debt Securities or Coupons of such series in respect of which moneys or other property have been collected, and the notation thereon of the payment, if only partially paid, and upon surrender thereof if fully paid:

FIRST: To the payment of all money due the Trustee pursuant to Section 7.06;

SECOND: Depending upon whether the principal shall have or shall not have become due, (a) in case the principal of the Outstanding Debt Securities in respect of which such moneys have been collected shall not have become due, to the payment of interest on the Debt Securities or Coupons of such series in the order of the maturity of the installments of such interest, with interest (to the extent that such interest has been collected by the Trustee) upon the overdue installments of interest at the rate or Yield to Maturity (in the case of Original Issue Discount Debt Securities) borne by the Debt Securities or Coupons of such series, such payments to be made ratably to the Persons entitled thereto, without discrimination or preference;

(b) in case the principal of the Outstanding Debt Securities in respect of which such moneys have been collected shall have become due, by declaration or otherwise, to the payment of the whole amount then owing and unpaid upon the Debt Securities or Coupons of such series for principal and premium, if any, and interest, with interest on the overdue principal and premium, if any, and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest at the rate or Yield to Maturity (in the case of Original Issue Discount Debt Securities) borne by the Debt Securities or Coupons of such series; and, in case such moneys shall be insufficient to pay in full the whole amount so due and unpaid upon the Debt Securities and Coupons of such series, then to the payment of such principal and premium, if any, and interest, without preference or priority of principal and premium, if any, over interest, or of interest over principal and premium, if any, or of any installment of interest over any other installment of interest, or of any Debt Security or Coupon of such series over any Debt Security or Coupon of such series, ratably to the aggregate of such principal and premium, if any, and interest; and

THIRD: The remainder, if any, shall be paid to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

The Trustee may, but shall not be obligated to, fix a record date and payment date for any payment to Holders pursuant to this Section 6.03. At least 15 days before such record date, the Company shall mail to each Holder and the Trustee a notice that states the record date, the payment date and amount to be paid.

SECTION 6.04. Limitation on Suits by Holders. No Holder of any Debt Security or Coupon of any series shall have any right by virtue or by availing of any provision of this Indenture to institute any action or proceeding at law or in equity or in bankruptcy or otherwise, upon or under or with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default with respect to Debt Securities of that same series and of the continuance thereof and unless the Holders of not less than 25% in aggregate principal amount of the Outstanding Debt Securities of that series shall have made written request upon the Trustee to institute such action or proceedings in respect of such Event of Default in its own name as Trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceedings and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 6.06, it being understood and intended, and being expressly covenanted by the Holder of every Debt Security or Coupon with every other Holder and the Trustee, that no one or more Holders shall have any right in any manner whatever by virtue or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of any Holders, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all such Holders. For the protection and enforcement of the provisions of this Section 6.04, each and every Holder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision in this Indenture, however, the right of any Holder of any Debt Security or Coupon to receive payment of the principal of, and premium, if any, and (subject to Section 2.12) interest on, such Debt Security or Coupon, on or after the respective due dates expressed in such Debt Security, and to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 6.05. Remedies Cumulative; Delay or Omission in Exercise of Rights Not a Waiver of Default. All powers and remedies given by this Article VI to the Trustee or to the Holders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the Holders, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any Default occurring and continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such Default or an acquiescence therein; and, subject to the provisions of Section 6.04, every power and remedy given by this Article VI or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

SECTION 6.06. Rights of Holders of Majority in Principal Amount of Debt Securities to Direct Trustee and to Waive Default. The Holders of a majority in aggregate principal amount of the Debt Securities of any series at the time Outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Debt Securities of such series; provided, however, that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, and that subject to the provisions of Section 7.01, the Trustee shall have the right to decline to follow any such direction if the Trustee being advised by counsel shall determine that the action so directed may not lawfully be taken, or if the Trustee shall by a Responsible Officer or officers determine that the action so directed would involve it in personal liability or would be unjustly prejudicial to Holders of Debt Securities of such series not taking part in such direction; and provided, further, however, that nothing in this Indenture contained shall impair the right of the Trustee to take any

action deemed proper by the Trustee and which is not inconsistent with such direction by such Holders. Prior to the acceleration of the maturity of the Debt Securities of any series, as provided in Section 6.01, the Holders of a majority in aggregate principal amount of the Debt Securities of that series at the time Outstanding may on behalf of the Holders of all the Debt Securities and any related Coupons of that series waive any past Default or Event of Default and its consequences for that series specified in the terms thereof as contemplated by Section 2.03, except (i) a Default in the payment of the principal of, and premium, if any, or interest on, any of the Debt Securities or in the payment of any related Coupon and (ii) a Default in respect of a provision that under Section 9.02 cannot be amended without the consent of each Holder affected thereby. In case of any such waiver, such Default shall cease to exist, any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture, and the Company, the Trustee and the Holders of the Debt Securities of that series shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 6.07. Trustee to Give Notice of Defaults Known to It, but May Withhold Such Notice in Certain Circumstances. The Trustee shall, within 90 days after the occurrence of a Default known to it with respect to a series of Debt Securities or Coupons, if any, give to the Holders thereof, in the manner provided in Section 13.03, notice of all Defaults with respect to such series known to the Trustee, unless such Defaults shall have been cured or waived before the giving of such notice; provided, however, that, except in the case of Default in the payment of the principal of, or premium, if any, or interest on, any of the Debt Securities or Coupons of such series or in the making of any sinking fund payment with respect to the Debt Securities of such series, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a committee of directors or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Holders thereof.

SECTION 6.08. Requirement of an Undertaking To Pay Costs in Certain Suits under the Indenture or Against the Trustee. All parties to this Indenture agree, and each Holder of any Debt Security or Coupon by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit in the manner and to the extent provided in the Trust Indenture Act, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 6.08 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Debt Securities of that series or to any suit instituted by any Holder for the enforcement of the payment of the principal of, or premium, if any, or interest on, any Debt Security or Coupon on or after the due date for such payment expressed in such Debt Security or Coupon.

ARTICLE VII

Concerning the Trustee

SECTION 7.01. Certain Duties and Responsibilities. The Trustee, prior to the occurrence of an Event of Default and after the curing or waiving of all Events of Default which may have occurred, undertakes to perform such duties, and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own wilful misconduct, except that:

(a) this subsection shall not be construed to limit the effect of the first paragraph of this Section 7.01;

(b) prior to the occurrence of an Event of Default with respect to the Debt Securities of a series and after the curing or waiving of all Events of Default with respect to such series which may have occurred:

(1) the duties and obligations of the Trustee with respect to Debt Securities and Coupons, if any, of any series shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations with respect to such series as are specifically set forth in this Indenture, and no implied covenants or obligations with respect to such series shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture, but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture; but the Trustee shall not examine the evidence furnished to it pursuant to Section 5.03 to determine whether or not such evidence conforms to the requirement of this Indenture;

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

(d) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it with respect to Debt Securities of any series in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of that series relating to the time, method and place of conducting any pro-

ceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to Debt Securities of such series.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any personal financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 7.02. Certain Rights of Trustee. Except as otherwise provided in Section 7.01:

(a) the Trustee may 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 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, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by a Company Order (unless other evidence in respect thereof be herein specifically prescribed), and any resolution of the Board of Directors may be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company;

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

(d) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Holders of Debt Securities or Coupons of any

series pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby;

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

(f) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval or other paper or document, unless requested in writing to do so by the Holders of a majority in aggregate principal amount of the then Outstanding Debt Securities of a series affected by such matter; provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is not, in the opinion of the Trustee, reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require reasonable indemnity against such costs, expenses or liabilities as a condition to so proceeding. The reasonable expense of every such investigation shall be paid by the Company or, if paid by the Trustee, shall be repaid by the Company upon demand;

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

(h) if any property other than cash shall at any time be subject to a Lien in favor of the Holders, the Trustee, if and to the extent authorized by a receivership or bankruptcy court of competent jurisdiction or by the supplemental instrument subjecting such property to such lien, shall be entitled, but not required, to make advances for the

purpose of preserving such property or of discharging tax Liens or other prior Liens or encumbrances thereon.

SECTION 7.03. Trustee Not Liable for Recitals in Indenture or in Debt Securities. The recitals contained herein, in the Debt Securities (except the Trustee's certificate of authentication) and in any Coupons shall be taken as the statements of the Company, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Debt Securities or Coupons, if any, of any series, except that the Trustee represents that it is duly authorized to execute and deliver this Indenture, authenticate the Debt Securities and perform its obligations hereunder and that the statements made by it or to be made by it in a Statement of Eligibility on Form T-1 supplied to the Company are true and accurate. The Trustee shall not be accountable for the use or application by the Company of any of the Debt Securities or of the proceeds thereof.

SECTION 7.04. Trustee, Paying Agent or Registrar May Own Debt Securities. The Trustee or any paying agent or Registrar, in its individual or any other capacity, may become the owner or pledgee of Debt Securities or Coupons and subject to the provisions of the Trust Indenture Act relating to conflicts of interest and preferential claims may otherwise deal with the Company with the same rights it would have if it were not Trustee, paying agent or Registrar.

SECTION 7.05. Moneys Received by Trustee to Be Held in Trust. Subject to the provisions of Section 11.05, all moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any moneys received by it hereunder. So long as no Event of Default shall have occurred and be continuing, all interest allowed on any such moneys shall be paid from time to time to the Company upon a Company Order.

SECTION 7.06. Compensation and Reimbursement. The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly

provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence, wilful misconduct or bad faith. The Company also covenants to indemnify in Dollars each of the Trustee or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence, wilful misconduct or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(g) or (h) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any bankruptcy, insolvency, reorganization or other similar law.

SECTION 7.07. Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be

conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate, in the absence of negligence or bad faith on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof.

SECTION 7.08. Separate Trustee; Replacement of Trustee. The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee. The Company shall remove the Trustee if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee

shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.06.

If a successor Trustee does not take office within 60 days after the retiring Trustee gives notice of resignation or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an Indenture supplemental hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 7.09. Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking

association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Trustee.

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

SECTION 7.10. Eligibility; Disqualification. The Trustee shall at all times satisfy the requirements of Section 310(a) of the Trust Indenture Act. The Trustee shall have a combined capital and surplus of at least $50,000,000 as set forth in its most recent published annual report of condition. No obligor upon the Debt Securities or Coupons, if any, of a particular series or Person directly or indirectly controlling, controlled by or under common control with such obligor shall serve as Trustee upon the Debt Securities and Coupons of such series. The Trustee shall comply with Section 310(b) of the Trust Indenture Act; provided, however, that there shall be excluded from the operation of Section 310(b)(1) of the Trust Indenture Act this Indenture or any indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in Section 310(b)(1) of the Trust Indenture Act are met.

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

SECTION 7.12. Compliance with Tax Laws. The Trustee hereby agrees to comply with all United States Federal income tax information reporting and withholding requirements applicable to it with respect to payments of premium (if any) and interest on the Debt Securities, whether acting as Trustee, Registrar, paying agent or otherwise with respect to the Debt Securities.

ARTICLE VIII

Concerning the Holders

SECTION 8.01. Evidence of Action by Holders. Whenever in this Indenture it is provided that the Holders of a specified percentage in aggregate principal amount of the Debt Securities of any or all Series may take action (including the making of any demand or request, the giving of any direction, notice, consent or waiver or the taking of any other action) the fact that at the time of taking any such action the Holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of similar tenor executed by Holders in Person or by agent or proxy appointed in writing, (b) by the record of the Holders voting in favor thereof at any meeting of Holders duly called and held in accordance with the provisions of Section 5.02 or (c) by a combination of such instrument or instruments and any such record of such a meeting of Holders.

SECTION 8.02. Proof of Execution of Instruments and of Holding of Debt Securities. Subject to the provisions of Sections 7.01, 7.02 and 13.11, proof of the execution of any instrument by a Holder or his agent or proxy shall be sufficient if made in accordance with the provisions of this Article VIII.

The ownership of Registered Securities of any series shall be proved by the Debt Security Register or by a certificate of the Registrar for such series.

The ownership of Bearer Securities shall be proved by production of such Bearer Securities or by a certificate executed by any bank or trust company, which certificate shall be dated and shall state on the date thereof a Bearer Security bearing a specified identifying number or other mark was deposited with or exhibited to the Person executing such certificate by the Person named in such certificate, or by any other proof of possession reasonably satisfactory to the Trustee. The holding by the Person named in any such

certificate of any Bearer Security specified therein shall be presumed to continue for a period of one year unless at the time of determination of such holding (1) another certificate bearing a later date issued in respect of the same Bearer Security shall be produced, (2) such Bearer Security shall be produced by some other Person, (3) such Bearer Security shall have been registered on the Debt Security Register, if, pursuant to Section 2.03, such Bearer Security can be so registered or (4) such Bearer Security shall have been canceled or paid.

The Trustee may require such additional proof of any matter referred to in this Section 8.02 as it shall deem necessary.

SECTION 8.03, Who May Be Deemed Owner of Debt Securities. Prior to due presentment for registration of transfer of any Registered Security, the Company, the Trustee, any paying agent and any Registrar may deem and treat the Person in whose name any Registered Security shall be registered upon the books of the Company as the absolute owner of such Registered Security (whether or not such Registered Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment of or on account of the principal of and premium, if any, and (subject to Section 2.03) interest on such Registered Security and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any Registrar shall be affected by any notice to the contrary; and all such payments so made to any such Holder for the time being, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Registered Security.

The Company, the Trustee and any paying agent may deem and treat the Holder of any Bearer Security or Coupon as the absolute owner of such Bearer Security or Coupon (whether or not such Debt Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment of or on account of the principal of and premium, if any, and (subject to Section 2.03) interest on such Bearer Security or Coupon and for all other purposes, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary; and all such payments so made to any such Holder for the time being, or upon his order, shall be valid and, to the extent of the sum

or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such Bearer Security or Coupon.

None of the Company, the Trustee, any paying agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

SECTION 8.04 Instruments Executed by Holders Bind Future Holders; Record Dates. At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 8.01, of the taking of any action by the Holders of the percentage in aggregate principal amount of the Debt Securities of any series specified in this Indenture in connection with such action and subject to the following paragraph, any Holder of a Debt Security which is shown by the evidence to be included in the Debt Securities the Holders of which have consented to such action may, by filing written notice with the Trustee at its corporate trust office and upon proof of holding as provided in Section 8.02, revoke such action so far as concerns such Debt Security. Except as aforesaid any such action taken by the Holder of any Debt Security shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Debt Security and all past, present and future Holders of Coupons, if any, appertaining thereto, and of any Debt Security issued upon transfer thereof or in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Debt Security or such other Debt Securities or Coupons. Any action taken by the Holders of the percentage in aggregate principal amount of the Debt Securities of any series specified in this Indenture in connection with such action shall be conclusively binding upon the Company, the Trustee and the Holders of all the Debt Securities and Coupons of such series.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders of Registered Securities of any series entitled to give their consent or take any other action required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then notwithstanding the immediately preceding paragraph, those Persons who were Holders of Registered Securities at the close of business on such record date (or their duly designated proxies), and only those Persons, (i) shall be entitled to give such consent or to revoke any

consent previously given or to take any such action, whether or not such Persons continue to be Holders of Registered Securities after such record date and (ii) shall be taken into account for the purpose of determining whether Holders of the requisite proportion of Debt Securities of such series Outstanding have authorized or agreed or consented to such action, and for that purpose the Debt Securities of such series Outstanding shall be computed as of such record date. No such consent shall be valid or effective for more than 120 days after such record date unless the consent of the Holders of the percentage in aggregate principal amount of the Debt Securities of such series specified in this Indenture shall have been received within such 120-day period.

ARTICLE IX

Supplemental Indentures

SECTION 9.01. Purposes for Which Supplemental Indenture May Be Entered into Without Consent of Holders. The Company, when authorized by a resolution of the Board of Directors, and the Trustee may from time to time and at any time, without the consent of Holders, enter into an Indenture or Indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof) for one or more of the following purposes:

(a) to evidence the succession pursuant to Article X of another Person to the Company, or successive successions, and the assumption by the Successor Company (as defined in Section 10.01) of the covenants, agreements and obligations of the Company in this Indenture and in the Debt Securities;

(b) to surrender any right or power herein conferred upon the Company, to add to the covenants of the Company such further covenants, restrictions, conditions or provisions for the protection of the Holders of all or any series of Debt Securities and the Coupons, if any, appertaining thereto (and if such covenants are to be for the benefit of less than all series of Debt Securities, stating that such covenants are expressly being included solely for the benefit of such series) as the Board of Directors shall consider to be for the protection of the Holders of such Debt Securities, and to make the occurrence, or the occurrence and continuance, of a Default in any of such

additional covenants, restrictions, conditions or provisions a Default or an Event of Default permitting the enforcement of all or any of the several remedies provided in this Indenture; provided, however, that in respect of any such additional covenant, restriction, condition or provision such supplemental Indenture may provide for a particular period of grace after Default (which period may be shorter or longer than that allowed in the case of other Defaults) or may provide for an immediate enforcement upon such Default or may limit the remedies available to the Trustee upon such Default or may limit the right of the Holders of a majority in aggregate principal amount of any or all series of Debt Securities to waive such default;

(c) to cure any ambiguity or to correct or supplement any provision contained herein, in any supplemental Indenture or in any Debt Securities of any series that may be defective or inconsistent with any other provision contained herein, in any supplemental Indenture or in the Debt Securities of such series;

(d) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee, or to make such other provisions in regard to matters or questions arising under this Indenture as shall not adversely affect the interests of any Holders of Debt Securities of any series;

(e) to modify or amend this Indenture in such a manner as to permit the qualification of this Indenture or any Indenture supplemental hereto under the Trust Indenture Act as then in effect, except that nothing herein contained shall permit or authorize the inclusion in any Indenture supplemental hereto of the provisions referred to in Section 316(a)(2) of the Trust Indenture Act;

(f) to add to or change any of the provisions of this Indenture to provide that Bearer Securities may be registerable as to principal, to change or eliminate any restrictions on the payment of principal of, or premium, if any, on, Registered Securities or of principal of, or premium, if any, or interest on, Bearer Securities or to permit Registered Securities to be exchanged for Bearer Securities; provided, however, that any such action shall not adversely affect the interests of the Holders of Debt Securities or any Coupons of any series in any material respect;

(g) to comply with Article X;

(h) in the case of any Debt Securities and Coupons, if any, appertaining thereto subordinated pursuant to Article XII, to make any change in Article XII that would limit or terminate the benefits available to any holder of Senior Indebtedness (or Representatives therefor) under Article XII;

(i) to add Guarantees with respect to the Debt Securities or to secure the Debt Securities;

(j) to make any change that does not adversely affect the rights of any Holder;

(k) to add to, change or eliminate any of the provisions of this Indenture in respect of one or more series of Debt Securities; provided, however, that any such addition, change or elimination not otherwise permitted under this Section 9.01 shall (i) neither (A) apply to any Debt Security of any series created prior to the execution of such supplemental Indenture and entitled to the benefit of such provision nor (B) modify the rights of the Holder of any such Debt Security with respect to such provision or (ii) become effective only when there is no such Debt Security Outstanding;

(l) to evidence and provide for the acceptance of appointment hereunder by a successor or separate Trustee with respect to the Debt Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee; and

(m) to establish the form or terms of Debt Securities and Coupons, if any, of any series as permitted by Sections 2.01 and 2.03.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental Indenture, to make any further appropriate agreements and stipulations which may be therein contained and to accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental Indenture which materially adversely affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental Indenture authorized by the provisions of this Section 9.01 may be executed by the Company and the Trustee without the consent of the Holders of any of the Debt Securities or Coupons, if any, appertaining thereto at the time Outstanding, notwithstanding any of the provisions of Section 9.02.

In the case of Debt Securities or Coupons, if any, appertaining thereto subordinated pursuant to Article XII, an amendment under this Section 9.01 may not make any change in Article XII or the defined terms used therein that adversely affects the rights under Article XII of any holder of Senior Indebtedness then outstanding unless the holders of such Senior Indebtedness (or any group or Representative thereof authorized to give a consent) consent to such change.

After an amendment under this Section 9.01 becomes effective, the Company shall mail to Holders of Debt Securities of each series affected thereby a notice briefly describing such amendment. The failure to give such notice to all such Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.01.

SECTION 9.02. Modification of Indenture with Consent of Holders of Debt Securities. Without notice to any Holder but with the consent (evidenced as provided in Section 8.01) of the Holders of not less than a majority in aggregate principal amount of the Outstanding Debt Securities of each series affected by such supplemental Indenture, the Company, when authorized by a resolution of the Board of Directors, and the Trustee may from time to time and at any time enter into an Indenture or Indentures supplemental hereto (which shall conform to the provisions of the Trust Indenture Act as in force at the date of execution thereof) for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental Indenture or of modifying in any manner the rights of the Holders of the Debt Securities of such series; provided, however, that no such supplemental Indenture, without the consent of the Holders of each Debt Security so affected, shall (i) reduce the percentage in principal amount of Debt Securities of any series whose Holders must consent to an amendment; (ii) reduce the rate of or extend the time for payment of interest on any Debt Security or Coupon or reduce the amount of any payment to be made with respect to any Coupon; (iii) reduce the principal of or extend the Stated Maturity of any Debt Security; (iv) reduce the premium

payable upon the redemption of any Debt Security or change the time at which any Debt Security may or shall be redeemed in accordance with Article III; (v) make any Debt Security or Coupon payable in Currency other than that stated in the Debt Security; (vi) in the case of any Debt Security or Coupons, if any, appertaining thereto subordinated pursuant to Article XII, make any change in Article XII or the defined terms used therein that adversely affects the rights of any Holder under Article XII; (vii) release any security that may have been granted in respect of the Debt Securities; (viii) make any change in Section 6.06 or this Section 9.02; or (ix) limit the obligation of the Company to maintain a paying agency outside the United States for payment on Bearer Securities as provided in Section 4.02.

A supplemental Indenture which changes or eliminates any covenant or other provision of this Indenture which has been expressly included solely for the benefit of one or more particular series of Debt Securities and Coupons, if any, or which modifies the rights of the Holders of Debt Securities and Coupons of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Debt Securities and Coupons, if any, of any other series.

Upon the request of the Company, accompanied by a copy of a resolution of the Board of Directors authorising the execution of any such supplemental Indenture, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid, the Trustee shall join with the Company in the execution of such supplemental Indenture unless such supplemental Indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental Indenture.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

In the case of any Debt Securities or Coupons, if any, appertaining thereto, subordinated pursuant to Article XII, an amendment under this Section 9.02 may not make any change in Article XII or the defined terms used therein that adversely affects the rights under Article XII of any holder of Senior Indebtedness then outstanding unless the holders of such Senior Indebtedness (or any group or

Representative thereof authorized to give a consent) consent to such change.

After an amendment under this Section 9.02 becomes effective, the Company shall mail to Holders of Debt Securities of each series affected thereby a notice briefly describing such amendment. The failure to give such notice to all such Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.02.

SECTION 9.03. Effect of Supplemental Indentures. Upon the execution of any supplemental Indenture pursuant to the provisions of this Article IX, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company and the Holders shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental Indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

The Trustee, subject to the provisions of Sections 7.01 and 7.02, may receive an Officers' Certificate and an Opinion of Counsel as conclusive evidence that any such supplemental Indenture complies with the provisions of this Article IX.

SECTION 9.04. Debt Securities May Bear Notation of Changes by Supplemental Indentures. Debt Securities and Coupons, if any, of any series authenticated and delivered after the execution of any supplemental Indenture pursuant to the provisions of this Article IX may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental Indenture. New Debt Securities and Coupons of any series so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental Indenture may be prepared and executed by the Company, authenticated by the Trustee and made available for delivery in exchange for the Debt Securities and Coupons of such series then Outstanding. Failure to make the appropriate notation or to issue a new Debt Security or Coupon of such series shall not affect the validity of such amendment.

ARTICLE X

Consolidation, Merger, Sale or Conveyance

SECTION 10.01. Consolidations and Mergers of the Company. The Company shall not consolidate with or merge with or into any Person, or convey, transfer or lease all or substantially all its assets, unless: (i) either (a) the Company shall be the continuing Person in the case of a merger or (b) the resulting, surviving or transferee Person if other than the Company (the "Successor Company") shall be a corporation organized and existing under the laws of the United States, any State thereof or the District of Columbia and the Successor Company shall expressly assume, by an Indenture supplemental hereto, executed and delivered to the Trustee all the obligations of the Company under the Debt Securities and Coupons, if any, according to their tenor, and this Indenture; (ii) immediately after giving effect to such transaction (and treating any Indebtedness which becomes an obligation of the Company, the Successor Company or any Subsidiary of the Company as a result of such transaction as having been incurred by the Company, the Successor Company or such Subsidiary at the time of such transaction), no Event of Default would occur or be continuing; (iii) with respect to such Bearer Securities then Outstanding, the Successor Company waives any right to redeem such Bearer Securities under circumstances in which the Successor Company would be entitled to redeem such Bearer Securities but the Company would not have been so entitled to redeem if the consolidation, merger, conveyance, transfer or lease had not occurred; and (iv) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental Indenture (if any) comply with this Indenture.

SECTION 10.02. Rights and Duties of Successor Corporation. In case of any consolidation or merger, or conveyance or transfer of the assets of the Company as an entirety or virtually as an entirety in accordance with Section 10.01, the Successor Company shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the Company, and, except upon the leasing of all or substantially all its assets, in which case the predecessor Company shall not be released from the obligation to pay the principal of and interest on the Securities, the predecessor Company shall be relieved of any further obligation under the Indenture and the Securities. The Successor Company thereupon may cause to be signed, and may issue either in its own name or in the name of the

Company, any or all the Debt Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of the Successor Company, instead of the Company, and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall make available for delivery any Debt Securities and Coupons, if any, appertaining thereto, which previously shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Debt Securities and Coupons, if any, appertaining thereto, which the Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Debt Securities and Coupons, if any, appertaining thereto so issued shall in all respects have the same legal rank and benefit under this Indenture as the Debt Securities and Coupons, if any, appertaining thereto theretofore or thereafter issued in accordance with the terms of this Indenture as though all such Debt Securities and Coupons had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale or conveyance, such changes in phraseology and form (but not in substance) may be made in the Debt Securities and Coupons, if any, appertaining thereto thereafter to be issued as may be appropriate.

ARTICLE XI

Satisfaction and Discharge of Indenture; Defeasance; Unclaimed Moneys

SECTION 11.01. Applicability of Article. If, pursuant to Section 2.02, provision is made for the defeasance of Debt Securities of a series and if the Debt Securities of such series are Registered Securities and denominated and payable only in Dollars (except as provided pursuant to Section 2.03), then the provisions of this Article XI relating to defeasance of Debt Securities shall be applicable except as otherwise specified pursuant to Section 2.03 for Debt Securities of such series. Defeasance provisions, if any, for Debt Securities denominated in a Foreign Currency or for Bearer Securities may be specified pursuant to Section 2.03.

SECTION 11.02. Satisfaction and Discharge of Indenture; Defeasance. (a) If at any time (i) the Company shall have delivered to the Trustee for cancellation all Debt Securities of any series theretofore authenticated and

delivered (other than (1) Coupons appertaining to Bearer Securities of such series called for redemption and maturing after the relevant redemption date, surrender of which has been waived, (2) any Debt Securities and Coupons of such series which shall have been destroyed, lost or stolen and which shall have been replaced or paid as provided in Section 2.09 and (3) Debt Securities and Coupons for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company as provided in Section 11.05) or (ii) all Debt Securities and the Coupons, if any, of such series not theretofore delivered to the Trustee for cancellation shall have become due and payable, or are by their terms to become due and payable within 45 days or are to be called for redemption within 45 days under arrangements satisfactory to the Trustee for the giving of notice of redemption, and the Company shall deposit with the Trustee as trust funds the entire amount in the currency in which such Debt Securities are denominated (except as otherwise provided pursuant to Section 2.03) sufficient to pay at maturity or upon redemption all Debt Securities of such series not theretofore delivered to the Trustee for cancellation, including principal and premium, if any, and interest due or to become due on such date of maturity or redemption date, as the case may be, and if in either case the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then this Indenture shall cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of such Debt Securities herein expressly provided for and rights to receive payments of principal of, and premium, if any, and interest on, such Debt Securities) with respect to the Debt Securities of such series, and the Trustee, on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture.

(b) Subject to Sections 11.02(c), 11.03 and 11.07, the Company at any time may terminate, with respect to Debt Securities of a particular series, (i) all its obligations under the Debt Securities of such series and this Indenture with respect to the Debt Securities of such series ("legal defeasance option") or (ii) its obligations with respect to the Debt Securities of such series under Sections 4.08, 4.09, 4.10, 6.01(e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) and (i) ("covenant defeasance option"). The Company may exercise its legal defeasance

option notwithstanding its prior exercise of its covenant defeasance option.

If the Company exercises its legal defeasance option, payment of the Debt Securities of the defeased series may not be accelerated because of an Event of Default. If the Company exercises its covenant defeasance option, payment of the Debt Securities of the defeased series may not be accelerated because of an Event of Default specified in Sections 6.01(e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) and (i) (except to the extent covenants or agreements referenced in such Sections remain applicable).

Upon satisfaction of the conditions set forth herein and upon request of the Company, the Trustee shall acknowledge in writing the discharge of those obligations that the Company terminates.

(c) Notwithstanding clauses (a) and (b) above, the Company's obligations in Sections 2.07, 2.09, 4.02, 4.04, 5.01, 7.06, 7.10, 11.05, 11.06 and 11.07 shall survive until the Debt Securities of the defeased series have been paid in full. Thereafter, the Company's obligations in Sections 7.06, 11.05 and 11.06 shall survive.

SECTION 11.03. Conditions of Defeasance. The Company may exercise its legal defeasance option or its covenant defeasance option with respect to Debt Securities of a particular series only if:

(1) the Company irrevocably deposits in trust with the Trustee money or U.S. Government Obligations for the payment of principal of, and premium, if any, and interest on, the Debt Securities of such series to maturity or redemption, as the case may be;

(2) the Company delivers to the Trustee a certificate from a nationally recognized firm of independent accountants expressing their opinion that the payments of principal and interest when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited money without investment will provide cash at such times and in such amounts as will be sufficient to pay the principal, premium (if any) and interest when due on all the Debt Securities of such series to maturity or redemption, as the case may be;

(3) 91 days pass after the deposit is made and during the 91-day period no Default specified in Section 6.01(g) or (h) with respect to the Company occurs which is continuing at the end of the period;

(4) no Default has occurred and is continuing on the date of such deposit and after giving effect thereto;

(5) the deposit does not constitute a default under any other agreement binding on the Company and, if the Debt Securities of such series are subordinated pursuant to Article XII, is not prohibited by Article XII;

(6) the Company delivers to the Trustee an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940;

(7) in the event of the legal defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Company has received from the Internal Revenue Service a ruling, or (ii) since the date of this Indenture there has been a change in the applicable Federal income tax law, in either case of the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of Debt Securities of such series will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred;

(8) in the event of the covenant defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of Debt Securities of such series will not recognize income, gain or loss for Federal income tax purposes as a result of such covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred; and

(9) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance

and discharge of the Debt Securities of such series as contemplated by this Article XI have been complied with.

Before or after a deposit, the Company may make arrangements satisfactory to the Trustee for the redemption of Debt Securities of such series at a future date in accordance with Article III.

SECTION 11.04. Application of Trust Money. The Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to this Article XI. It shall apply the deposited money and the money from U.S. Government Obligations through any paying agent and in accordance with this Indenture to the payment of principal of, and premium, if any, and interest on, the Debt Securities and Coupons, if any, of the defeased series. In the event the Debt Securities and Coupons, if any, of the defeased series are subordinated pursuant to Article XII, money and securities so held in trust are not subject to Article XII.

SECTION 11.05. Repayment to Company. The Trustee and any paying agent shall promptly turn over to the Company upon request any excess money or securities held by them at any time.

Subject to any applicable abandoned property law, the Trustee and any paying agent shall pay to the Company upon request any money held by them for the payment of principal, premium (if any) or interest that remains unclaimed for two years, and, thereafter, Holders entitled to such money must look to the Company for payment as general creditors.

SECTION 11.06. Indemnity for U.S. Government Obligations. The Company shall pay and shall indemnify the Trustee and the Holders against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

SECTION 11.07. Reinstatement. If the Trustee or any paying agent is unable to apply any money or U.S. Government Obligations in accordance with this Article XI by reason of any legal proceeding or by reason of any order or judgment of any court or government authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Debt Securities of the defeased series shall be revived and

reinstated as though no deposit had occurred pursuant to this Article XI until such time as the Trustee or any paying agent is permitted to apply all such money or U.S. Government Obligations in accordance with this Article XI.

ARTICLE XII

Subordination of Debt Securities

SECTION 12.01. Applicability of Article; Agreement To Subordinate. The provisions of this Article XII shall be applicable to the Debt Securities of any series (Debt Securities of such series referred to in this Article XII as "Subordinated Debt Securities") designated, pursuant to Section 2.03, as subordinated to Senior Indebtedness. Each Holder by accepting a Subordinated Debt Security agrees that the Indebtedness evidenced by such Subordinated Debt Security is subordinated in right of payment, to the extent and in the manner provided in this Article XII, to the prior payment of all Senior Indebtedness and that the subordination is for the benefit of and enforceable by the holders of Senior Indebtedness. All provisions of this Article XII shall be subject to Section 12.12.

SECTION 12.02. Liquidation, Dissolution, Bankruptcy. Upon any payment or distribution of the assets of the Company to creditors upon a total or partial liquidation or a total or partial dissolution of the Company or in a bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to the Company or its property:

(1) holders of Senior Indebtedness shall be entitled to receive payment in full in cash of the Senior Indebtedness (including interest (if any), accruing on or after the commencement of a proceeding in bankruptcy, whether or not allowed as a claim against the Company in such bankruptcy proceeding) before Holders of Subordinated Debt Securities shall be entitled to receive any payment of principal of, or premium, if any, or interest on, the Subordinated Debt Securities, and

(2) until the Senior Indebtedness is paid in full, any distribution to which Holders of Subordinated Debt Securities would be entitled but for this Article XII shall be made to holders of Senior Indebtedness as their interests may appear, except that such Holders may receive shares of stock and any debt securities

that are subordinated to Senior Indebtedness to at least the same extent as the Subordinated Debt Securities.

SECTION 12.03. Default on Senior Indebtedness. The Company may not pay the principal of, or premium, if any, or interest on, the Subordinated Debt Securities or make any deposit pursuant to Article XI and may not repurchase, redeem or otherwise retire (except, in the case of Subordinated Debt Securities that provide for a mandatory sinking fund pursuant to Section 3.05, by the delivery of Subordinated Debt Securities by the Company to the Trustee pursuant to the first paragraph of Section 3.06) any Debt Securities (collectively, "pay the Subordinated Debt Securities") if (i) any principal, premium (if any) or interest in respect of Senior Indebtedness is not paid within any applicable grace period (including at maturity) or (ii) any other default on Senior Indebtedness occurs and the maturity of such Senior Indebtedness is accelerated in accordance with its terms unless, in either case, (x) the default has been cured or waived and any such acceleration has been rescinded or (y) such Senior Indebtedness has been paid in full in cash. During the continuance of any default (other than a default described in clause (i) or (ii) of the preceding sentence) with respect to any Senior Indebtedness pursuant to which the maturity thereof may be accelerated immediately without further notice (except such notice as may be required to effect such acceleration) or the expiration of any applicable grace periods, the Company may not pay the Subordinated Debt Securities for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice of such default from the Representative of any Designated Senior Indebtedness specifying an election to effect a Payment Blockage Period (a "Blockage Notice") and ending 179 days thereafter (or earlier if such Payment Blockage Period is terminated (i) by written notice to the Trustee and the Company from the Person or Persons who gave such Blockage Notice, (ii) by repayment in full in cash of such Designated Senior Indebtedness or (iii) because the default giving rise to such Blockage Notice is no longer continuing). Notwithstanding the provisions described in the immediately preceding sentence (but subject to the provisions contained in the first sentence of this Section 12.03), unless the holders of such Designated Senior Indebtedness or the Representative of such holders shall have accelerated the maturity of such Designated Senior Indebtedness, the Company may resume payments on the Subordinated Debt Securities after such Payment Blockage Period. Not more than one Blockage Notice may be given in any consecutive 360-day

period, irrespective of the number of defaults with respect to any number of issues of Senior Indebtedness during such period.

SECTION 12.04. Acceleration of Payment of Debt Securities. If payment of the Subordinated Debt Securities is accelerated because of an Event of Default, the Company or the Trustee shall promptly notify the Holders of the Designated Senior Indebtedness (or their Representatives) of the acceleration.

SECTION 12.05. When Distribution Must Be Paid Over. If a distribution is made to Holders of Subordinated Debt Securities that because of this Article XII should not have been made to them, the Holders who receive such distribution shall hold it in trust for holders of Senior Indebtedness and pay it over to them as their interests may appear.

SECTION 12.06. Subrogation. After all Senior Indebtedness is paid in full and until the Subordinated Debt Securities are paid in full, Holders thereof shall be subrogated to the rights of holders of Senior Indebtedness to receive distributions applicable to Senior Indebtedness. A distribution made under this Article XII to holders of Senior Indebtedness which otherwise would have been made to Holders of Subordinated Debt Securities is not, as between the Company and such Holders, a payment by the Company on Senior Indebtedness.

SECTION 12.07. Relative Rights. This Article XII defines the relative rights of Holders of Subordinated Debt Securities and holders of Senior Indebtedness. Nothing in this Indenture shall:

(1) impair, as between the Company and Holders of either Subordinated Debt Securities or other Debt Securities, the obligation of the Company, which is absolute and unconditional, to pay principal of, and premium, if any, and interest on, the Subordinated Debt Securities and the Debt Securities in accordance with their terms; or

(2) prevent the Trustee or any Holder of either Subordinated Debt Securities or other Debt Securities from exercising its available remedies upon a Default, subject to the rights of holders of Senior Indebtedness to receive distributions otherwise payable to Holders of Subordinated Debt Securities.

SECTION 12.08. Subordination May Not Be Impaired by Company. No right of any holder of Senior Indebtedness to enforce the subordination of the Indebtedness evidenced by the Subordinated Debt Securities shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture.

SECTION 12.09. Rights of Trustee and Paying Agent. The Company shall give prompt written notice to the Trustee of any fact known to the Company which would prohibit the making of any payment to or by the Trustee in respect of the Debt Securities. Failure to give such notice shall not affect the subordination of the Securities to Senior Indebtedness. Notwithstanding the provisions of this Article XII or any other provision of this Indenture, the Trustee or any paying agent may continue to make payments on Subordinated Debt Securities and shall not be charged with knowledge of the existence of facts that would prohibit the making of any such payments unless, not less than two Business Days prior to the date of such payment, a Responsible Officer of the Trustee receives notice satisfactory to it that payments may not be made under this Article XII. The Company, the Registrar, any paying agent, a Representative or a holder of Senior Indebtedness may give the notice; provided, however, that, if an issue of Senior Indebtedness has a Representative, only the Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Indebtedness with the same rights it would have if it were not Trustee. The Registrar and any paying agent may do the same with like rights. The Trustee shall be entitled to all the rights set forth in this Article XII with respect to any Senior Indebtedness which may at any time be held by it, to the same extent as any other holder of Senior Indebtedness; and nothing in Article VII shall deprive the Trustee of any of its rights as such holder. Nothing in this Article XII shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.06.

SECTION 12.10. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Indebtedness, the distribution may be made and the notice given to their Representative (if any).

SECTION 12.11. Article XII Not to Prevent Defaults or Limit Right to Accelerate. The failure to make a payment pursuant to the Subordinated Debt Securities by

reason of any provision in this Article XII shall not be construed as preventing the occurrence of a Default. Nothing in this Article XII shall have any effect on the right of the Holders or the Trustee to accelerate the maturity of either the Subordinated Debt Securities or the other Debt Securities, as the case may be.

SECTION 12.12. Trust Moneys Not Subordinated. Notwithstanding anything contained herein to the contrary, payments from money or the proceeds of U.S. Government Obligations held in trust under Article XI by the Trustee for the payment of principal of, and premium, if any, and interest on, the Subordinated Debt Securities or the other Debt Securities shall not be subordinated to the prior payment of any Senior Indebtedness or subject to the restrictions set forth in this Article XII, and none of the Holders thereof shall be obligated to pay over any such amount to the Company or any holder of Senior Indebtedness of the Company or any other creditor of the Company.

SECTION 12.13. Trustee Entitled to Rely. Upon any payment or distribution pursuant to this Article XII, the Trustee and the Holders shall be entitled to rely (i) upon any order or decree of a court of competent jurisdiction in which any proceedings of the nature referred to in Section 12.02 are pending, (ii) upon a certificate of the liquidating trustee or agent or other Person making such payment or distribution to the Trustee or to such Holders or (iii) upon the Representatives for the holders of Senior Indebtedness for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of the Senior Indebtedness and other Indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article XII. In the event that the Trustee determines, in good faith, that evidence is required with respect to the right of any Person as a holder of Senior Indebtedness to participate in any payment or distribution pursuant to this Article XII, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Indebtedness held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and other facts pertinent to the rights of such Person under this Article XII, and, if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment. The provisions of Sections 7.01 and 7.02 shall be applicable to all actions or

omissions of actions by the Trustee pursuant to this Article XII.

SECTION 12.14. Trustee to Effectuate Subordination. Each Holder by accepting a Subordinated Debt Security authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to acknowledge or effectuate the subordination between the Holders of Subordinated Debt Securities and the holders of Senior Indebtedness as provided in this Article XII and appoints the Trustee as attorney-in-fact for any and all such purposes.

SECTION 12.15. Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and shall not be liable to any such holders if it shall mistakenly pay over or distribute to Holders of Subordinated Debt Securities or the Company or any other Person, money or assets to which any holders of Senior Indebtedness shall be entitled by virtue of this Article XII or otherwise. With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article XII and no implied covenants or obligations with respect to holders of Senior Indebtedness shall be read into this Indenture against the Trustee.

SECTION 12.16. Reliance by Holders of Senior Indebtedness on Subordination Provisions. Each Holder by accepting a Subordinated Debt Security acknowledges and agrees that the foregoing subordination provisions are, and are intended to be, an inducement and a consideration to each holder of any Senior Indebtedness, whether such Senior Indebtedness was created or acquired before or after the issuance of the Subordinated Debt Securities, to acquire and continue to hold, or to continue to hold, such Senior Indebtedness and such holder of Senior Indebtedness shall be deemed conclusively to have relied on such subordination provisions in acquiring and continuing to hold, or in continuing to hold, such Senior Indebtedness.

ARTICLE XIII

Miscellaneous Provisions

SECTION 13.01. Successors and Assigns of Company Bound by Indenture. All the covenants, stipulations, promises and agreements in this Indenture contained by or in behalf of the Company or the Trustee shall bind their respective successors and assigns, whether so expressed or not.

SECTION 13.02. Acts of Board, Committee or Officer of Successor Company Valid. Any act or proceeding by any provision of this Indenture authorized or required to be done or performed by any board, committee or officer of the Company shall and may be done and performed with like force and effect by the like board, committee or officer of any Successor Company.

SECTION 13.03. Required Notices or Demands. Except as otherwise expressly provided in this Indenture, any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders to or on the Company may be given or served by being deposited postage prepaid in a post office letter box in the United States addressed (until another address is filed by the Company with the Trustee) as follows: Cox Communications, Inc., 1400 Lake Hearn Drive, N.E., Atlanta GA 30319, Attention: Chief Financial Officer. Except as otherwise expressly provided in this Indenture, any notice, direction, request or demand by the Company or by any Holder to or upon the Trustee may be given or made, for all purposes, by being deposited postage prepaid in a post office letter box in the United States addressed to the Corporate Trust Office of the Trustee initially at 101 Barclay Street, Floor 21 West, New York, New York 10286, Attention: Corporate Trust Trustee Administration. The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice required or permitted to a Registered Holder by the Company or the Trustee pursuant to the provisions of this Indenture shall be deemed to be properly mailed by being deposited postage prepaid in a post office letter box in the United States addressed to such Holder at the address of such Holder as shown on the Debt Security Register. Any report pursuant to Section 313 of the Trust Indenture Act shall be transmitted in compliance with subsection (c) therein.

Any notice required or permitted to a Bearer Holder by the Company or the Trustee pursuant to this Indenture shall be deemed to be properly given if published on two separate Business Days in an Authorized Newspaper or Newspapers in such Place or Places of Payment specified pursuant to Section 2.03, the first such publication to be not earlier than the earliest date and not later than two Business Days prior to the latest date prescribed for the giving of such notice. Notwithstanding the foregoing, any notice to Holders of Floating Rate Securities regarding the determination of a periodic rate of interest, if such notice is required pursuant to Section 2.03, shall be sufficiently given if given in the manner specified pursuant to Section 2.03.

In the event of suspension of regular mail service or by reason of any other cause it shall be impracticable to give notice by mail, then such notification as shall be given with the approval of the Trustee shall constitute sufficient notice for every purpose hereunder.

In the event of suspension of publication of any Authorized Newspaper or by reason of any other cause it shall be impracticable to give notice by publication, then such notification as shall be given with the approval of the Trustee shall constitute sufficient notice for every purpose hereunder.

Failure to mail a notice or communication to a Holder or any defect in it or any defect in any notice by publication as to a Holder shall not affect the sufficiency of such notice with respect to other Holders. If a notice or communication is mailed or published in the manner provided above, it is conclusively presumed duly given.

SECTION 13.04. Indenture and Debt Securities to be Construed in Accordance with the Laws of the State of New York. This Indenture, each Debt Security and each Coupon 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 13.05. Officers' Certificate and Opinion of Counsel to Be Furnished Upon Application or Demand by the Company. Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent provided for in this Indenture relating to the

proposed action have been complied with and an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with, except that in the case of any such application or demand as to which the furnishing of such document is specifically required by any provision of this Indenture relating to such particular application or demand, no additional certificate or opinion need be furnished.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include (1) a statement that the Person making such certificate or opinion has read such covenant or condition, (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (3) a statement that, in the opinion of such Person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with and (4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been complied with.

SECTION 13.06. Payments Due on Legal Holidays. In any case where the date of maturity of interest on or principal of and premium, if any, on the Debt Securities of a series or the date fixed for redemption or repayment of any Debt Security or the making of any sinking fund payment shall not be a Business Day at any Place of Payment for the Debt Securities of such series, then payment of interest or principal and premium, if any, or the making of such sinking fund payment need not be made on such date at such Place of Payment, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date. If a record date is not a Business Day, the record date shall not be affected.

SECTION 13.07. Provisions Required by Trust Indenture Act to Control. If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision included in this Indenture which is required to be included in this Indenture by any of Sections 310 to 318, inclusive, of the Trust Indenture Act, such required provision shall control.

SECTION 13.08. Computation of Interest on Debt Securities. Interest, if any, on the Debt Securities shall be computed on the basis of a 360-day year of twelve 30-day months, except as may otherwise be provided pursuant to Section 2.03.

SECTION 13.09. Rules by Trustee, Paying Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Holders. The Registrar and any paying agent may make reasonable rules for their functions.

SECTION 13.10. No Recourse Against Others. An incorporator or any past, present or future director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Debt Securities, the Coupons or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Debt Security or Coupon, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Debt Securities and Coupons.

SECTION 13.11. Severability. In case any provision in this Indenture, the Debt Securities or the Coupons shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 13.12. Effect of Headings. The article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 13.13. Indenture May Be Executed in Counterparts. This 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.

The Trustee hereby accepts the trusts in this Indenture upon the terms and conditions herein set forth.

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

COX COMMUNICATIONS, INC.,

by _____

Name: Timothy W. Hayes
Title: Senior Vice President, Finance

THE BANK OF NEW YORK,
as Trustee,

by _____

Name:
Title:

William Confidential
williamshawe
2025-04-11 01:

[7163-25OMJ2/IND01.WPF/4766]

The Trustee hereby accepts the trusts in this Indenture upon the terms and conditions herein set forth.

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

COX COMMUNICATIONS, INC.,

by _____
Name:
Title:

THE BANK OF NEW YORK,
as Trustee,

by _____
Name:
Title: PAUL J. SCHMALZEL
Assistant Treasurer

Confidential
William.grimshaw@state.co
2025-04-11 01:12:12 +0000

Confidential
William.grimshaw@charter.com
2025-04-11 01:12:12 +0000

EXHIBIT 4.2

[DRAFT--11/06/95]

[FORM OF FACE OF NOTE]

No. $

COX COMMUNICATIONS, INC. CUSIP 224044 AF 4
% Notes Due 2002

Cox Communications, Inc., a Delaware corporation, promises to pay to , or registered assigns, the principal sum of Dollars on , 2002.

Interest Payment Dates: and

Record Dates: and

Additional provisions of this Note are set forth on the other side of this Note.

COX COMMUNICATIONS, INC.,

By

President and Chief Executive Officer

[Seal]

Secretary

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

THE BANK OF NEW YORK,
As Trustee

By

Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

COX COMMUNICATIONS, INC.

% Notes Due 2002

1. Interest

Cox Communications, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Company will pay interest semiannually on and of each year, commencing on , 1995. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from , 1995. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Notes, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Company will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the or next preceding the interest payment date even if Notes are canceled after the record date and on or before the interest payment date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, this Company may pay principal and interest by check payable in such money. It may mail an interest check to a Holder's registered address.

3. Paying Agent and Registrar.

Initially, The Bank of New York, a New York banking corporation ("Trustee"), will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company may act as Paying Agent, Registrar or co-registrar.

4. Indenture.

This Note is one of a duly authorized issue of securities of the Company (herein called the "Notes"), issued and to be issued in one or more series under an Indenture dated as of June 27, 1995 (such Indenture, as it may be amended or supplemented, is herein called the "Indenture"), between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Indenture (the "Act"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Act for a statement of those terms. Separate series of securities may be issued from time to time in various aggregate principal amounts, may mature at different times, may bear interest, if any, of different rates, may be subject to different redemption provisions (if any), may be subject to different sinking or purchase funds (if any), may be subject to different repayment provisions (if any), may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided.

The Notes are general unsecured obligations of the Company limited to $150,000,000 aggregate principal amount (subject to Section 2.09 of the Indenture); and will mature on , 2002.

5. Optional Redemption.

The Notes may be redeemed, at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of their principal amount and (ii) the sum of the present values of the remaining scheduled payments of principal and

interest thereon discounted, on a semiannual basis, at the Treasury Rate (as defined herein) plus 15 basis points, plus in each case accrued interest thereon to the date of redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker (as defined herein) as having a maturity comparable to the remaining term of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes. "Independent Investment Banker" means one of the Reference Treasury Dealers (as defined herein) appointed by the Trustee after consultation with the Company.

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third business day preceding such redemption date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated "Composite 3:30 p.m. Quotations for U.S. Government Securities" or (ii) if such release (or any successor release) is not published or does not contain such prices on such business day, (A) the average of the Reference Treasury Dealer Quotations (as defined herein) for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations (as defined herein), or (B) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations (as defined herein), the average of all such Quotations. "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer (as defined herein) and any redemption date, the average, as determined by the Trustee, of the bid and asked prices of the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer (as defined herein) at 5:00 p.m. on the third business day preceding such redemption date.

"Reference Treasury Dealer" means each of CS First Boston Corporation, J.P. Morgan Securities Inc., UBS Securities Inc. and their respective successors; provided, however, that if any of the foregoing shall cease to be a

primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall substitute therefor another Primary Treasury Dealer.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

6. Notice of Redemption

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at his registered address. Notes in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000. If money sufficient to pay the redemption price of and accrued interest on all Notes (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Notes (or such portions thereof) called for redemption.

7. Sinking Fund

There is no provision for a sinking fund for any of the Notes.

8. Denominations; Transfer; Exchange

The Notes are in registered form, without coupons, in denominations of $1,000 and whole multiples of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Notes for a period of 15 days before an interest payment date.

9. Persons Deemed Owners

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

10. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

11. Discharge and Defeasance

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to Stated Maturity.

12. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to cure any ambiguity, omission, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add guarantees with respect to the Notes or to secure the Notes, or to add additional covenants or surrender any right or power conferred on the Company, or to comply with any request of the SEC in connection with qualifying the Indenture under the Act, or to make any change that does not adversely affect the rights of any Holder.

13. Defaults and Remedies

Under the Indenture, Events of Default with respect to the Notes include (i) default for 30 days in payment of interest on the Notes; (ii) default in payment of principal of or premium on the Notes at Stated Maturity, upon acceleration or otherwise; (iii) failure by the Company to comply with other agreements in the Notes and in the Indenture that are applicable to the Notes, in certain cases subject to notice and lapse of time; (iv) certain accelerations (including failure to pay within any grace period after final maturity) of other Indebtedness of the Company or any Restricted Subsidiary if the amount accelerated (or so unpaid) exceeds 5% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries; and (v) certain events of bankruptcy, insolvency or reorganization with respect to the Company or any Restricted Subsidiary. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Notes may declare all the Notes to be due and payable immediately. Certain events of bankruptcy, insolvency or reorganization are Events of Default which will result in the Notes being due and payable immediately upon the occurrence of such Events of Default.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

14. Trustee Dealings with the Company

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

15. No Recourse Against Others

A director, officer, employee or stockholder, as such, of the Company or the Trustee shall not have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

16. Authentication

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

17. Abbreviations

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

18. CUSIP Numbers

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures the Company has caused CUSIP numbers to be printed on the Notes and has directed the Trustee to use CUSIP numbers as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on the Notes.

19. Governing Law

This Note shall be deemed to be a New York contract, and for all purposes shall be construed in accordance with the laws of said State (without reference to principles of conflicts of law).

19. Governing Law

This Debenture shall be deemed to be a New York contract, and for all purposes shall be construed in accordance with the laws of said State (without reference to principles of conflicts of law).

The Company will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Debenture in larger type. Requests may be made to:

Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319
Attention of Chief Financial Officer

ASSIGNMENT FORM

To assign this Debenture, fill in the form below:
I or we assign and transfer this Debenture to

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

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

and irrevocably appoint The Bank of New York agent to transfer this Debenture on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

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

Signature Guarantee: _____

(Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.)

William Grimshaw Confidential 2025-04-11 01:12:12

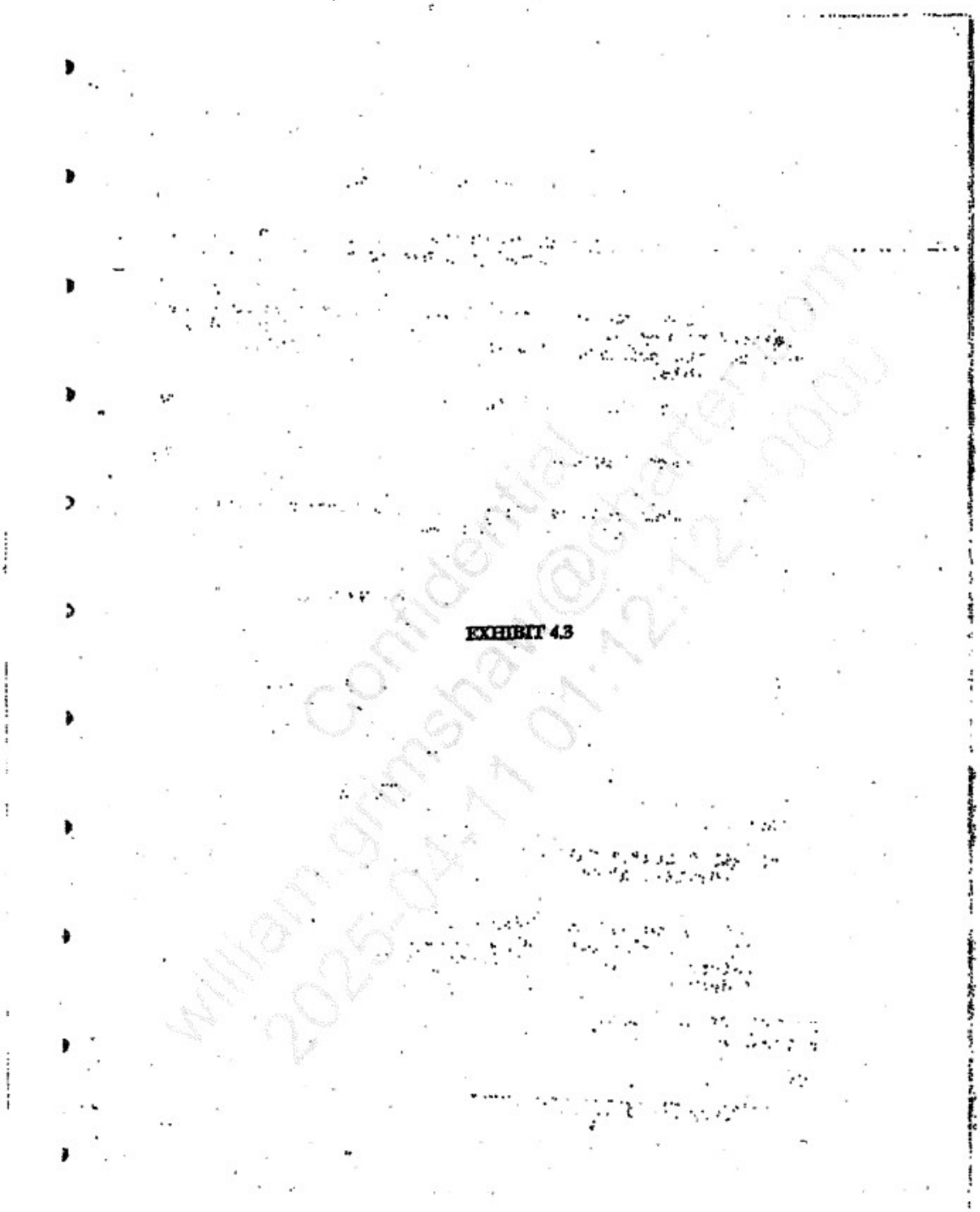
EXHIBIT 4.3

[DRAFT—11/06/95]

[FORM OF FACE OF DEBENTURE]

No. $

COX COMMUNICATIONS, INC. CUSIP 224044 AG 2
4 Debentures Due 2015

Cox Communications, Inc., a Delaware corporation, promises to pay to , or registered assigns, the principal sum of Dollars on , 2015.

Interest Payment Dates: and

Record Dates: and

Additional provisions of this Debenture are set forth on the other side of this Debenture.

COX COMMUNICATIONS, INC.,

by

President and Chief Executive Officer

[Seal]

Secretary

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

THE BANK OF NEW YORK,
As Trustee

By

Authorized Signatory

[Revised WPF/4718/300A]

[FORM OF REVERSE SIDE OF DEBENTURE]

COX COMMUNICATIONS, INC.

% Debentures Due 2015

1. Interest

Cox Communications, Inc., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), promises to pay interest on the principal amount of this Debenture at the rate per annum shown above. The Company will pay interest semiannually on and of each year, commencing on , 1995. Interest on the Debentures will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from , 1995. Interest will be computed on the basis of a 360-day year of twelve 30-day months. The Company shall pay interest on overdue principal at the rate borne by the Debentures, and it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

2. Method of Payment

The Company will pay interest on the Debentures (except defaulted interest) to the Persons who are registered Holders of Debentures at the close of business on the or next preceding the interest payment date even if Debentures are canceled after the record date and on or before the interest payment date. Holders must surrender Debentures to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay principal and interest by check payable in such money. It may mail an interest check to a Holder's registered address.

3. Paying Agent and Registrar

Initially, The Bank of New York, a New York banking corporation ("Trustee"), will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company may act as Paying Agent, Registrar or co-registrar.

4. Indenture

This Debenture is one of a duly authorized issue of securities of the Company (herein called the "Debentures"), issued and to be issued in one or more series under an Indenture dated as of June 27, 1995 (such Indenture, as it may be amended or supplemented, is herein called the "Indenture"), between the Company and the Trustee. The terms of the Debentures include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date of the Indenture (the "Act"). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. The Debentures are subject to all such terms, and Holders are referred to the Indenture and the Act for a statement of those terms. Separate series of securities may be issued from time to time in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking or purchase funds (if any), may be subject to different repayment provisions (if any), may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided.

The Debentures are general unsecured obligations of the Company limited to $100,000,000 aggregate principal amount (subject to Section 2.09 of the Indenture), and will mature on , 2015.

5. Optional Redemption

The Debentures may be redeemed, at the option of the Company, in whole at any time or in part from time to time, at a redemption price equal to the greater of (i) 100% of their principal amount and (ii) the sum of the present values of the remaining scheduled payments of principal and

interest thereon discounted, on a semiannual basis, at the Treasury Rate (as defined herein) plus 15 basis points, plus in each case accrued interest thereon to the date of redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

"Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker (as defined herein) as having a maturity comparable to the remaining term of the Debentures to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Debentures. "Independent Investment Banker" means one of the Reference Treasury Dealers (as defined herein) appointed by the Trustee after consultation with the Company.

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) on the third business day preceding such redemption date, as set forth in the daily statistical release (or any successor release) published by the Federal Reserve Bank of New York and designated "Composite 3:30 p.m. Quotations for U.S. Government Securities" or (ii) if such release (or any successor release) is not published or does not contain such prices on such business day, (A) the average of the Reference Treasury Dealer Quotations (as defined herein) for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations (as defined herein), or (B) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations (as defined herein), the average of all such Quotations. "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer (as defined herein) and any redemption date, the average, as determined by the Trustee, of the bid and asked prices of the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by such Reference Treasury Dealer (as defined herein) at 5:00 p.m. on the third business day preceding such redemption date.

"Reference Treasury Dealer" means each of CS First Boston Corporation, J.P. Morgan Securities Inc., UBS Securities Inc. and their respective successors; provided, however, that if any of the foregoing shall cease to be a

primary U.S. Government securities dealer in New York City (a "Primary Treasury Dealer"), the Company shall substitute therefor another Primary Treasury Dealer.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

6. Notice of Redemption

Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder of Debentures to be redeemed at his registered address. Debentures in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000. If money sufficient to pay the redemption price of and accrued interest on all Debentures (or portions thereof) to be redeemed on the redemption date is deposited with the Paying Agent on or before the redemption date and certain other conditions are satisfied, on and after such date interest ceases to accrue on such Debentures (or such portions thereof) called for redemption.

7. Sinking Fund

There is no provision for a sinking fund for any of the Debentures.

8. Denominations; Transfer; Exchange

The Debentures are in registered form, without coupons, in denominations of $1,000 and whole multiples of $1,000. A Holder may transfer or exchange Debentures in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer of or exchange any Debentures for a period of 15 days before an interest payment date.

9. Persons Deemed Owners

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

10. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

11. Discharge and Defeasance

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Debentures and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Debentures to Stated Maturity.

12. Amendment; Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Debentures with the consent of the Holders of at least a majority in principal amount outstanding of the Debentures and (ii) any default or noncompliance with any provisions applicable to the Debentures may be waived with the consent of the Holders of a majority in principal amount outstanding of the Debentures. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Debentures to cure any ambiguity, omission, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to provide for uncertificated Debentures in addition to or in place of certificated Debentures, or to add guarantees with respect to the Debentures or to secure the Debentures, or to add additional covenants or surrender any right or power conferred on the Company, or to comply with any request of the SEC in connection with qualifying the Indenture under the Act, or

to make any change that does not adversely affect the rights of any Holder.

13. Defaults and Remedies

Under the Indenture, Events of Default with respect to the Notes include (i) default for 30 days in payment of interest on the Debentures; (ii) default in payment of principal of or premium on the Debentures at Stated Maturity, upon acceleration or otherwise; (iii) failure by the Company to comply with other agreements in the Debentures and in the Indenture that are applicable to the Debentures, in certain cases subject to notice and lapse of time; (iv) certain accelerations (including failure to pay within any grace period after final maturity) of other Indebtedness of the Company or any Restricted Subsidiary if the amount accelerated (or so unpaid) exceeds 5% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries; and (v) certain events of bankruptcy, insolvency or reorganization with respect to the Company or any Restricted Subsidiary. If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the Debentures may declare all the Debentures to be due and payable immediately. Certain events of bankruptcy, insolvency or reorganization are Events of Default which will result in the Debentures being due and payable immediately upon the occurrence of such Events of Default.

Holders may not enforce the Indenture or the Debentures except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Debentures unless it receives reasonable indemnity or security. Subject to certain limitations, Holders of a majority in principal amount of the Debentures may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of principal or interest) if it determines that withholding notice is in the interest of the Holders.

14. Trustee Dealings with the Company

Subject to certain limitations imposed by the Act, the Trustee under the Indenture, in its individual or any

other capacity, may become the owner or pledgee of Debentures and may otherwise deal with the Company with the same rights it would have if it were not Trustee.

15. No Recourse Against Others.

A director, officer, employee or stockholder, as such, of the Company or the Trustee shall not have any liability for any obligations of the Company under the Debentures or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Debenture, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Debentures.

16. Authentication.

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

17. Abbreviations.

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

18. CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Debenture Identification Procedures the Company has caused CUSIP numbers to be printed on the Debentures and has directed the Trustee to use CUSIP numbers as a convenience to Holders. No representation is made as to the correctness of such numbers either as printed on the Debentures or as contained in any notice of a redemption and reliance may be placed only on the other identification numbers placed thereon. No redemption shall be affected by any defect in or omission of CUSIP numbers.

The Company will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319
Attention of Chief Financial Officer

ASSIGNMENT FORM

To assign this Note, fill in the form below:
I or we assign and transfer this Note to

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

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

and irrevocably appoint The Bank of New York agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee: _____

(Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or

such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.)

Confidential
William.grimshaw@charter.com
2025-04-11 01:12:12 +0000

OFFICERS' CERTIFICATE

OF

COX COMMUNICATIONS, INC.

Pursuant to Sections 2.03 and 2.05 of the Indenture

Pursuant to Sections 2.03 and 2.05 of the Indenture, dated as of June 27, 1995, between Cox Communications, Inc. (the "Company") and The Bank of New York, as trustee (the "Trustee"), relating to $200,000,000 in aggregate principal amount of the Company's 6.40% Notes Due 2008 (the "Notes") and $200,000,000 in aggregate principal amount of the Company's 6.80% Debentures Due 2028 (the "Debentures"), we, James O. Robbins and Jimmy W. Hayes, as the Chief Executive Officer and Senior Vice President, Finance, respectively, of the Company, on behalf of the Company, certify as follows:

1. We incorporated the terms of the Notes and the Debentures, specimen certificates of which are attached hereto as Exhibit A and Exhibit B, respectively, by reference in this Officers' Certificate.

2. We have read the provisions of the Indenture (including Sections 2.03 and 2.05) and have reviewed all conditions precedent to the authentication and delivery of the Notes and the Debentures as set forth in the Indenture, the terms of which are incorporated by reference in this Officers Certificate.

3. We have reviewed the resolutions of the Company, including the resolutions of the Board of Directors of the Company and the Pricing Committee of the Board of Directors of the Company authorizing such actions (which are attached hereto as Exhibit C and Exhibit D, respectively), and certain other documents, and have made such independent investigation as we deemed necessary to enable us to express an informed opinion as to whether or not such conditions precedent have been complied with.

4. In our opinion, all such conditions precedent have been complied with.

Dated as of July 27, 1998.

COX COMMUNICATIONS, INC.

by _____
James O. Robbins
Chief Executive officer

by _____
Jimmy W. Hayes
Senior Vice President,
Finance

Confidential
william.grimshaw@
2025-04-11 01:12:12

Exhibit 4.7

EXECUTION COPY

COX COMMUNICATIONS, INC.

THE BANK OF NEW YORK TRUST COMPANY, N.A.,

as Trustee

EIGHTH SUPPLEMENTAL INDENTURE

Dated as of December 1, 2006

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

5.875% Notes due 2016

6.450% Notes due 2036

EIGHTH SUPPLEMENTAL INDENTURE, dated as of the 1st day of December, 2006 between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 1400 Lake Heam Drive, NE, Atlanta, Georgia 30319 (the "Company''), and THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, having a designated office located at l00 Ashford Center North, Suite 520, Atlanta, Georgia 30338, as trustee (the "Trustee");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "Original Indenture" and, as amended by this Supplemental Indenture, the "Indenture"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "Debt Securities"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the "5.875% Notes due 2016" in the initial aggregate principal amount of $600,000,000 (the "2016 Notes") and the "6.450% Notes due 2036" in the initial aggregate principal amount of $400,000,000 (the "2036 Notes" and, together with the 2016 Notes, the "Notes");

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS EIGHTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "5.875% Notes due 2016" and the "6.450% Notes due 2036" and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to two series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v).

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"cash" means U.S. legal tender.

"Certificated Notes" means a note required to bear the Legend set forth on the forms of the Notes attached as Exhibits A-1 and A-2 to this Supplemental Indenture.

"Clearstream" means Clearstream Banking, société anonyme (formerly Cedelbank).

"Comparable Treasury Issue" means, with respect to the Notes subject to redemption, the United States Treasury security or securities (in the case of a redemption of both the 2016 Notes and the 2036 Notes) selected by the Quotation Agent as having an actual or interpolated maturity or maturities, as the case may be, comparable to the remaining life of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of the Notes to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date for the Notes, the average of the Reference Treasury Dealer Quotations for each series or partial series of the Notes subject to redemption on such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations for each series of the Notes subject to redemption, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations for each series of the Notes subject to redemption, the average of all such quotations.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"DTC" means The Depository Trust Company.

"Euroclear" means the Euroclear System.

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

"Global Note" means a Note issued in global form and deposited with or on behalf of the Depositary.

"Holder" and "Noteholder," in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 50l(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Issue Date" means December 1, 2006.

"Issue Price" of any Note means, in connection with the original issuance of such Note, the initial issue price as set forth on the face of the Note.

"Legend" has the meaning specified in Section 207(c).

"Notes" has the meaning specified in the recitals hereof.

"Purchase Agreement" means the Purchase Agreement dated November 28, 2006, among the Company and Barclays Capital Inc., Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wachovia Capital Markets, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Redemption Date," with respect to any 2016 Note or 2036 Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Notes and Article III of the Original Indenture. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

"Redemption Price," with respect to any 2016 Note or 2036 Note or portion thereof to be redeemed, means the greater of:

(a) 100% of the principal amount of the 2016 Notes or 2036 Notes or portion thereof, as applicable, to be redeemed; or

(b) the sum, as determined by the Quotation Agent, of the present values of the principal amount and the remaining scheduled payments of interest on such 2016 Notes or 2036 Notes, as applicable (and, for avoidance of doubt, calculated separately for each series of Notes subject to redemption) to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points in the case of the 2016 Notes and 30 basis points in the case of the 2036 Notes,

plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

"Reference Treasury Dealer" means, with respect to the Notes subject to redemption, Barclays Capital Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated and their respective successors, and at least one other primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC and two other primary United States Government securities dealers selected by the Company.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Global Note in the form of the Notes attached hereto as Exhibits A-1 and A-2, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means the date that is two years after the later of (i) the Issue Date and (ii) the last date on which the Company or any Affiliate of the Company was the owner of the applicable aggregate principal amount of any series of Notes or any beneficial interest in such Notes.

"Restricted Note" means a Note required to bear the restrictive Legends set forth on the forms of Note attached as Exhibits A-1 and A-2 to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

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

"Supplemental Indenture" means this Eighth Supplemental Indenture.

"Treasury Rate" has the meaning assigned to it in the Notes.

"Trustee" has the meaning specified in the first paragraph hereof.

"US Global Note" means a Global Note in the form of the Notes attached hereto as Exhibits A-1 and A-2, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "5.875% Notes due 2016" and the "6.450% Notes due 2036" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $600,000,000 for the 2016 Notes and $400,000,000 for the 2036 Notes, except for Notes authenticated and delivered upon registration of transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2016 Note or 2036 Note pursuant to Article III of the Original Indenture. The Company shall have the ability to reopen any series of the Notes and issue additional Notes of such series or establish different terms of such series.

SECTION 203 Stated Maturity. The Stated Maturity of the 2016 Notes shall be December 1, 2016. The Stated Maturity of the 2036 Notes shall be December 1, 2036.

SECTION 204 Interest.

(a) The 2016 Notes shall bear interest at the rate of 5.875% from December 1, 2006 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, beginning on June 1, 2007, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding May 15 or November 15, as the case may be, whether or not a Business Day. Interest on the 2016 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2036 Notes shall bear cash interest at the rate of 6.450% from December 1, 2006 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 of each year, beginning on June 1, 2007, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding May 15 or November 15, as the case may be, whether or not a Business Day. Interest on the 2036 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office of the Trustee in The City of New York designated for such purpose, provided that payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company by check mailed by the Trustee to the address of the Person entitled as shown on the Debt Securities Registrar.

(b) If any Stated Maturity date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period of such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Both series of the Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more US Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the US Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the Outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and the aggregate principal amount of Outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of Outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Until the Resale Restriction Termination Date, all Global Notes and all Certificated Notes with respect to any series of the Notes shall bear a legend (the "Legend") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing the Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, and (C) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iii) and (iv) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; provided that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Securities, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Transfer and Exchange of Certificated Notes*. When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Legend.

(iv) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Legend upon the transferability of any Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto) or, if earlier, upon the expiration of the holding period applicable to sales thereof under Rule 144(k) under the Securities Act (or any successor provision). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the restrictive Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, provided that a Global Note may be exchanged for Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to one year after the date of this Supplemental Indenture (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of such one year is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Event of Default. For purposes of this Eighth Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

''then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The provisions of Article XI of the Original Indenture relating to defeasance shall apply to the Notes.

Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Eighth Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Susan W. Coker
Name: Susan W. Coker
Title: Vice President and Treasurer

By: /s/ John M. Dyer
Name: John M. Dyer
Title: Senior Vice President and Chief Financial Officer

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

By: /s/ Karen Z. Kelly
Karen Z. Kelly
Vice President

EXHIBIT A-1

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT'') AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 50l(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.875% Notes due 2016

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on December 1, 2016 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from December 1, 2006 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year (each, an "Interest Payment Date"), commencing June 1, 2007, at the rate of 5.875% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.875% Notes due 2016" (the ''Notes"), initially limited to an aggregate principal amount of $600,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eighth Supplemental Indenture dated as of December 1, 2006 (the "Eighth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Trust Company, N.A, as trustee (hereinafter referred to as the ''Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to this Note subject to redemption, Barclays Capital Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their respective successors, and, at least one other primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC and two other primary United States Government securities dealers in The City of New York (each, a "Primary Treasury Dealer") selected by the Company. If Barclays Capital Inc. or Merrill Lynch, Pierce, Fenner & Smith Incorporated shall cease to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semiannual yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: December , 2006

COX COMMUNICATIONS, INC.

By: _____
Name: Susan W. Coker
Title: Vice President and Treasurer

By: _____
Name: John M. Dyer
Title: Senior Vice President and Chief Financial Officer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: December , 2006

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT'') AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS TWO YEARS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

6.450% Notes due 2036

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($[ ]) on December 1, 2036 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from December 1, 2006 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year (each, an "Interest Payment Date"), commencing June 1, 2007, at the rate of 6.450% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "6.450% Notes due 2036" (the ''Notes"), initially limited to an aggregate principal amount of $400,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eighth Supplemental Indenture dated as of December 1, 2006 (the "Eighth Supplemental Indenture," and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Trust Company, N.A, as trustee (hereinafter referred to as the ''Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to this Note subject to redemption, Barclays Capital Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, and their respective successors, and, at least one other primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC and two other primary United States Government securities dealers in The City of New York (each, a "Primary Treasury Dealer'') selected by the Company. If Barclays Capital Inc. or Merrill Lynch, Pierce, Fenner & Smith Incorporated shall cease to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semiannual yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: December , 2006

COX COMMUNICATIONS, INC.

By: _____
Name: Susan W. Coker
Title: Vice President and Treasurer

By: _____
Name: John M. Dyer
Title: Senior Vice President and Chief Financial Officer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: December , 2006

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1
Transfer Certificate

In connection with a transfer of any of the $_____ principal amount of the _____Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144(k) under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ A transfer of the Surrendered Notes is made to the Company or any subsidiaries; or

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act; or

☐ The transfer of the Surrendered Notes is to an institutional accredited investor, as described in Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act, or

☐ The transfer of the Surrendered Notes is pursuant to an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, Georgia 30319

Attention: Treasurer

The Bank of New York Trust Company, N.A., as Registrar
101 Barclay Street
New York, New York 10286

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____ principal amount of the_____ Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501 (a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or *as* fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 50l(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except *as* permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the date which is two years after the later of the date of original issuance of the Notes and the last date on which the Company or an affiliate of the Company was the owner of the Notes or any beneficial interest therein (or any predecessor of the Notes) only:

(1) to the Company or any subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) to an Institutional Accredited Investor that is acquiring the Note for its own account, or for the account of such Institutional Accredited Investor for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) outside the United States to non-U.S. persons in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act, or

(6) pursuant to another available exemption from registration under the Securities Act, including under Rule 144, if available, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction and in accordance with and subject to the legends set forth on the Notes.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

_____
(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.8

EXECUTION COPY

COX COMMUNICATIONS, INC.

THE BANK OF NEW YORK TRUST COMPANY, N.A.,

as Trustee

NINTH SUPPLEMENTAL INDENTURE

Dated as of June 5, 2008

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

6.25% Notes due 2018

6.95% Notes due 2038

NINTH SUPPLEMENTAL INDENTURE, dated as of the 5th day of June, 2008 between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319 (the "Company"), and THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, having a designated office located at 900 Ashwood Parkway, Suite 425, Atlanta, Georgia 30338, as trustee (the "Trustee");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "Original Indenture" and, as amended by this Supplemental Indenture, the "Indenture"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "Debt Securities"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the "6.25% Notes due 2018" in the initial aggregate principal amount of $750,000,000 (the "2018 Notes") and the "6.95% Notes due 2038" in the initial aggregate principal amount of $250,000,000 (the "2038 Notes" and, together with the 2018 Notes, the "Notes");

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "6.25% Notes due 2018" and the "6.95% Notes due 2038" and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to two series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v).

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as' in effect from time to time.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"cash" means U.S. legal tender.

"Certificated Notes" means a note required to bear the Legend set forth on the forms of the Notes attached as Exhibits A-1 and A-2 to this Supplemental Indenture.

"Clearstream" means Clearstream Banking, société anonyme (formerly Cedelbank).

"Comparable Treasury Issue" means, with respect to the Notes subject to redemption, the United States Treasury security or securities (in the case of a redemption of both the 2018 Notes and the 2038 Notes) selected by the Quotation Agent as having an actual or interpolated maturity or maturities, as the case may be, comparable to the remaining life of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of the Notes to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date for the Notes, the average of the Reference Treasury Dealer Quotations for each series or partial series of the Notes subject to redemption on such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations for each series of the Notes subject to redemption, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations for each series of the Notes subject to redemption, the average of all such quotations.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"DTC" means The Depository Trust Company.

"Euroclear" means the Euroclear System.

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

"Global Note" means a Note issued in global form and deposited with or on behalf of the Depositary.

"Holder" and "Noteholder," in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Issue Date" means June 5, 2008.

"Issue Price" of any Note means, in connection with the original issuance of such Note, the initial issue price as set forth on the face of the Note.

"Legend" has the meaning specified in Section 207(c).

"Notes" has the meaning specified in the recitals hereof.

"Purchase Agreement" means the Purchase Agreement dated May 29, 2008, among the Company and J.P. Morgan Securities Inc., Citigroup Global Markets Inc., Wachovia Capital Markets, LLC, Barclays Capital Inc., Deutsche Bank Securities Inc. and Lehman Brothers Inc., acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Redemption Date," with respect to any 2018 Note or 2038 Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Notes and Article III of the Original Indenture.

"Redemption Price," with respect to any 2018 Note or 2038 Note or portion thereof to be redeemed, means the greater of:

(a) 100% of the principal amount of the 2018 Notes or 2038 Notes or portion thereof, as applicable, to be redeemed; or

(b) the sum, as determined by the Quotation Agent, of the present values of the principal amount and the remaining scheduled payments of interest on such 2018 Notes or 2038 Notes, as applicable (and, for avoidance of doubt, calculated separately for each series of Notes subject to redemption) to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 35 basis points in the case of the 2018 Notes and 35 basis points in the case of the 2038 Notes,

plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

"Reference Treasury Dealer" means (1) with respect to the 2018 Notes subject to redemption, J.P. Morgan Securities Inc., Citigroup Global Markets Inc. and their respective successors, one other primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC or its successor, and two other primary United States Government securities dealers selected by the Company and (2) with respect to the 2038 Notes subject to redemption, J.P. Morgan Securities Inc., Barclays Capital Inc., Deutsche Bank Securities Inc., Lehman Brothers Inc. and one other primary United States Government securities dealer selected by the Company; provided, however, that if any of the foregoing shall cease to be a primary United States Government securities dealer with respect to either the 2018 Notes or the 2038 Notes, the Company will substitute other primary United States Government securities dealer for such series of notes.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Global Note in the form of the Notes attached hereto as Exhibits A-1 and A-2, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Period" means the period from the Issue Date until (1) the date that is one year after the later of (a) the date of the original issuance of such Notes or (b) the last day on which the Company or any of its Affiliates was the owner of the Notes, and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the restrictive Legends set forth on the forms of Note attached as Exhibits A-1 and A-2 to this Supplemental Indenture.

"Rule l 44A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

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

"Supplemental Indenture" means this Ninth Supplemental Indenture.

"Treasury Rate" has the meaning assigned to it in the Notes.

"Trustee" has the meaning specified in the first paragraph hereof.

"US Global Note" means a Global Note in the form of the Notes attached hereto as Exhibits A-1 and A-2, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "6.25% Notes due 2018" and the "6.95% Notes due 2038" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $750,000,000 for the 2018 Notes and $250,000,000 for the 2038 Notes, except for Notes authenticated and delivered upon registration of transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2018 Note or 2038 Note pursuant to Article III of the Original Indenture. The Company shall have the ability to reopen any series of the Notes and issue additional Notes of such series or establish different terms of such series.

SECTION 203 Stated Maturity. The Stated Maturity of the 2018 Notes shall be June 1, 2018. The Stated Maturity of the 2038 Notes shall be June 1. 2038.

SECTION 204 Interest.

(a) The 2018 Notes shall bear cash interest at the rate of 6.25% from June 5, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June l and December 1 of each year, beginning on December 1, 2008, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding May 15 or November 15, as the case may be, whether or not a Business Day. Interest on the 2018 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2038 Notes shall bear cash interest at the rate of 6.95% from June 5, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December l of each year, beginning on December l, 2008, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding May 15 or November 15, as the case may be, whether or not a Business Day. Interest on the 2038 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office of the Trustee in The City of New York designated for such purpose, provided that payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company by check mailed by the Trustee to the address of the Person entitled as shown on the Debt Securities Registrar.

(b) If any Stated Maturity date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period of such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Both series of the Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more US Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the US Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the Outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and the aggregate principal amount of Outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of Outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Until the completion of the Resale Restriction Termination Period, all Global Notes and all Certificated Notes with respect to any series of the Notes shall bear a legend (the "Legend") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing the Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, and (C) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iii) and (iv) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; provided that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Securities, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and 8-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Legend.

(iv) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or ,surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Legend upon the transferability of any Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the restrictive Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, provided that a Global Note may be exchanged for Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to one year after the date of this Supplemental Indenture (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of such one year is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Event of Default. For purposes of this Ninth Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

"then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule l 2g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The provisions of Article XI of the Original Indenture relating to defeasance shall apply to the Notes.

Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Ninth Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Susan W. Coker
Name: Susan W. Coker
Title: Vice President and Treasurer

By: /s/ Mark E. Bowser
Name: Mark E. Bowser
Title: Senior Vice President and Chief Financial Officer

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

By: /s/ Karen Z. Ke1ly
Name: Karen Z. Ke1ly
Title: Vice President

EXHIBIT A-1

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

6.25% Notes due 2018

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 1, 2018 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 5, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year (each, an "Interest Payment Date"), commencing December 1, 2008, at the rate of 6.25% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "6.25% Notes due 2018" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Ninth Supplemental Indenture dated as of June 5, 2008 (the "Ninth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 35 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means with respect to this Note subject to redemption, J.P. Morgan Securities Inc., Citigroup Global Markets Inc. and their respective successors, one other primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC or its successor, and two other primary United States Government securities dealers in New York City (each, a "Primary Treasury Dealer") selected by the Company. If J.P. Morgan Securities Inc., Citigroup Global Markets Inc. or a primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC shall cease to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semiannual yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: June , 2008

COX COMMUNICATIONS, INC.

By: _____
Name: Susan W. Coker
Title: Vice President and Treasurer

By: _____
Name: Mark F. Bowser
Title: Senior Vice President and Chief Financial Officer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: June , 2008

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATIONS UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

6.95% Notes due 2038

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($[ ]) on June 1, 2038 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 5, 2008 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year (each, an "Interest Payment Date"), commencing December 1, 2008, at the rate of 6.95% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "6.95% Notes due 2038" (the "Notes"), initially limited to an aggregate principal amount of $250,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Ninth Supplemental Indenture dated as of June 5, 2008 (the "Ninth Supplemental Indenture," and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 35 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of the Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to this Note subject to redemption, J.P. Morgan Securities Inc., Barclays Capital Inc., Deutsche Bank Securities Inc., Lehman Brothers Inc. and their respective successors, and one other primary United States Government securities dealer in New York City (each, a "Primary Treasury Dealer") selected by the Company. If J.P. Morgan Securities Inc., Barclays Capital Inc., Deutsche Bank Securities Inc. or Lehman Brothers Inc. shall cease to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semiannual yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to provide for uncertificated Notes in addition to or in place of certificated Notes, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: June , 2008

COX COMMUNICATIONS, INC.

By: _____
Name: Susan W. Coker
Title: Vice President and Treasurer

By: _____
Name: Mark F. Bowser
Title: Senior Vice President and Chief Financial Officer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: June , 2008

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1
Transfer Certificate

In connection with a transfer of any of the $_____ principal amount of the _____Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ A transfer of the Surrendered Notes is made to the Company or any subsidiaries; or

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act; or

☐ The transfer of the Surrendered Notes is to an institutional accredited investor, as described in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act, or

☐ The transfer of the Surrendered Notes is pursuant to an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE:_____ _____
Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, Georgia 30319

Attention: Treasurer

The Bank of New York Trust Company, N.A., as Registrar
100 Ashford Center North, Suite 520
Atlanta, Georgia 30338

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____ principal amount of the _____ Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) to an Institutional Accredited Investor that is acquiring the Note for its own account, or for the account of such Institutional Accredited Investor for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) outside the United States to non-U.S. persons in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act, or

(6) pursuant to another available exemption from registration under the Securities Act, including under Rule 144, if available, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction and in accordance with and subject to the legends set forth on the Notes.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

_____
(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.9

Execution Copy

COX COMMUNICATIONS, INC.

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

as Trustee

ELEVENTH SUPPLEMENTAL INDENTURE

Dated as of February 20, 2009

Supplement to Indenture

Dated as of June 27, 1995

Creating a series of Debt Securities designated

8.375% Notes due 2039

ELEVENTH SUPPLEMENTAL INDENTURE, dated as of the 20th day of February, 2009 between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319 (the "Company"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated office located at 900 Ashwood Parkway, Suite 425, Atlanta, Georgia 30338, as trustee (the "Trustee");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "Original Indenture" and, as amended by this Supplemental Indenture, the "Indenture"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "Debt Securities"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, a new series of Debt Securities designated as the "8.375% Notes due 2039" in the initial aggregate principal amount of $1,250,000,000 (the "Notes");

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "8.375% Notes due 2039" and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to a series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v).

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"cash" means U.S. legal tender.

"Certificated Notes" means a note required to bear the Legend set forth on the form of the Notes attached as Exhibit A to this Supplemental Indenture.

"Clearstream" means Clearstream Banking, societe anonyme (formerly Cedelbank).

"Comparable Treasury Issue" means, with respect to the Notes subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of the Notes to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"DTC" means The Depository Trust Company.

"Euroclear" means the Euroclear System.

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

"Global Note" means a Note issued in global form and deposited with or on behalf of the Depositary.

"Holder" and "Noteholder," in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Issue Date" means February 20, 2009.

"Legend" has tire meaning specified in Section 207(c).

"Notes" has the meaning specified in the recitals hereof.

"Purchase Agreement" means the Purchase Agreement dated February 12, 2009, among the Company and Barclays Capital Inc., J.P. Morgan Securities Inc., Greenwich Capital Markets, Inc. and Wachovia Capital Markets, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Redemption Date," with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of the Notes and Article III of the Original Indenture.

"Redemption Price," with respect to any Note or portion thereof to be redeemed, means the greater of:

(a) 100% of the principal amount of the Notes or portion thereof, as applicable, to be redeemed; or

(b) the sum, as determined by the Quotation Agent, of the present values of the principal amount and the remaining scheduled payments of interest on such Notes or portion thereof, as applicable, to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 75 basis points, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

"Reference Treasury Dealer" means Barclays Capital Inc., J.P. Morgan Securities Inc., Greenwich Capital Markets. Inc. and their respective successors, one other primary United States Government securities dealer in New York City selected by Wachovia Capital Markets, LLC or its successor, and one other primary United States Government securities dealer in New York City selected by the Company; provided, however, that if any of the foregoing shall cease to be a primary United States Government securities dealer, the Company will substitute another primary United States Government securities dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Global Note in the form of the Notes attached hereto as Exhibit A, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Period" means the period from the Issue Date until (1) the date that is one year after the later of (a) the date of the original issuance of such Notes or (b) the last day on which the Company or any of its Affiliates was the owner of the Notes, and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the restrictive legends set forth on the form of Note attached as Exhibit A to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

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

"Supplemental Indenture" means this Eleventh Supplemental Indenture.

"Treasury Rate" has the meaning assigned to it in the Notes.

"Trustee" has the meaning specified in the first paragraph hereof.

"US Global Note" means a Global Note in the form of the Notes attached hereto as Exhibit A, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "8.375% Notes due 2039" of the Company.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $1,250,000,000, except for Notes authenticated and delivered upon registration of transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Eleventh Supplemental Indenture but without the consent of the Holders, create and issue pursuant to this Eleventh Supplemental Indenture an unlimited principal amount of additional Notes (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes, except that any such additional Notes (i) may have a different issue date and issue price from other outstanding Notes and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes.

SECTION 203 Stated Maturity. The Stated Maturity of the Notes shall be March 1,2039.

SECTION 204 Interest. The Notes shall bear cash interest at the rate of 8.375% from February 20, 2009 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, beginning on September 1, 2009, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding February 15 or August 15, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office of the Trustee in The City of New York designated for such purpose, provided that payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company by check mailed by the Trustee to the address of the Person entitled as shown on the Debt Security Register.

(b) If any Stated Maturity date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. The Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the form attached hereto as Exhibit A.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more US Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the US Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the Outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of Outstanding Notes from time to time endorsed thereon and the aggregate principal amount of Outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of Outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

> "UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.
>
> TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE ELEVENTH SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Until the completion of the Resale Restriction Termination Period, all Global Notes and all Certificated Notes shall bear a legend (the "Legend") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

> "THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing the Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, and (C) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iii) and (iv) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; provided that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Securities, certification, in the form set forth in Exhibit B-l attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-l and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Legend.

(iv) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-l, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Legend upon the transferability of any Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the restrictive Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term “transfer” encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, provided that a Global Note may be exchanged for Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to one year after the date of this Supplemental Indenture (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of such one year is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Event of Default. For purposes of this Eleventh Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following;

"then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule I44A(d)(4) under the Securities Act.

ARTICLE 4

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this

Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The provisions of Article XI of the Original Indenture relating to defeasance shall apply to the Notes.

Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Eleventh Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Susan W. Coker
Name: Susan W. Coker
Title: Vice President and Treasurer

By: /s/ Mark F. Bowser
Name: Mark F. Bowser
Title: Senior Vice President and Chief Financial Office

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

By: /s/ KAREN Z. KELLY
Name: KAREN Z. KELLY
Title: Vice President

EXHIBIT A

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

8.375% Notes due 2039

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on March 1, 2039 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from February 20, 2009 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year (each, an "Interest Payment Date"), commencing September 1, 2009, at the rate of 8.375% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "8.375% Notes due 2039" (the "Notes"), initially limited to an aggregate principal amount of $1,250,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eleventh Supplemental Indenture dated as of February 20, 2009 (the "Eleventh Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 75 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means Barclays Capital Inc., J.P. Morgan Securities Inc., Greenwich Capital Markets, Inc. and their respective successors, one other primary United States Government securities dealer in New York City (each, a "Primary Treasury Dealer") selected by Wachovia Capital Markets, LLC or its successor, and one other Primary Treasury Dealer selected by the Company; provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Trustee by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor corporation of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: February , 2009

COX COMMUNICATIONS, INC.

By: _____
Name: Susan W. Coker
Title: Vice President and Treasurer

By: _____
Name: Mark F. Bowser
Title: Senior Vice President and Chief Financial Office

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: February 2009

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-l
Transfer Certificate

In connection with a transfer of any of the $_____ principal amount of the 8.375% Notes due 2039 (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ A transfer of the Surrendered Notes is made to the Company or any subsidiaries;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act; or

☐ The transfer of the Surrendered Notes is to an institutional accredited investor, as described in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act, or

☐ The transfer of the Surrendered Notes is pursuant to an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____
Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, Georgia 30319

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
100 Ashford Center North, Suite 520
Atlanta, Georgia 30338

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____ .principal amount of the 8.375% Notes due 2039 (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behal f and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) to an Institutional Accredited Investor that is acquiring the Note for its own account, or for the account of such Institutional Accredited Investor for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) outside the United States to non-U.S. persons in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act, or

(6) pursuant to another available exemption from registration under the Securities Act, including under Rule 144, if available, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction and in accordance with and subject to the legends set forth on the Notes.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

_____
(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.10

EXECUTION VERSION

COX COMMUNICATIONS, INC.

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

as Trustee

TWELFTH SUPPLEMENTAL INDENTURE

Dated as of November 29, 2012

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

3.25% Notes due 2022

4.70% Notes due 2042

TWELFTH SUPPLEMENTAL INDENTURE, dated as of the 29th day of November, 2012 between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319 (the "Company"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 900 Ashwood Parkway, Suite 425, Atlanta, Georgia 30338, as trustee (the "Trustee");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "Original Indenture" and, as amended by this Supplemental Indenture, the "Indenture"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "Debt Securities"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the "3.25% Notes due 2022" in the initial aggregate principal amount of $1,000,000,000 (the "2022 Notes") and the "4.70% Notes due 2042" in the initial aggregate principal amount of $500,000,000 (the "2042 Notes" and, together with the 2022 Notes, the "Notes");

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS TWELFTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "3.25% Notes due 2022" and the "4.70% Notes due 2042" and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v).

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"cash" means U.S. legal tender.

"Certificated Notes" means the notes required to bear the Legend set forth on the form of the Notes attached as Exhibits A-1 and A-2 to this Supplemental Indenture.

"Clearstream" means Clearstream Banking, société anonyme (formerly Cedelbank).

"Comparable Treasury Issue" means, with respect to the Notes subject to redemption, the United States Treasury securities (in the case of a redemption of either or both of the 2022 Notes and 2042 Notes) selected by the Quotation Agent as having an actual or interpolated maturity or maturities, as the case may be, comparable to the remaining life of the Notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of the Notes to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"DTC" means The Depository Trust Company. "Euroclear" means the Euroclear System.

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

"Global Note" means a Note issued in global form and deposited with or on behalf of the Depositary.

"Holder" and "Noteholder," in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 50l (a)(1), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Issue Date" means November 29, 2012.

"Legend" has the meaning specified in Section 207(c).

"Notes" has the meaning specified in the recitals hereof.

"Purchase Agreement" means the Purchase Agreement dated November 26, 2012, among the Company and J.P. Morgan Securities LLC, Wells Fargo Securities, LLC, Barclays Capital Inc. and Citigroup Global Markets Inc. acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Redemption Date," with respect to any 2022 Note or 2042 Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of the Notes and Article III of the Original Indenture.

"Redemption Price," with respect to any 2022 Note or 2042 Note or portion thereof to be redeemed, means the greater of:

(a) 100% of the principal amount of the Notes or portion thereof, as applicable, to be redeemed; or

(b) the sum, as determined by the Quotation Agent, of the present values of the principal amount and the remaining scheduled payments of interest on such Notes or portion thereof, as applicable, to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points, in the case of the 2022 Notes, and 30 basis points, in the cases of the 2042 notes, as the case may be, plus, in either case, accrued and unpaid interest thereon to the Redemption Date.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc. and Citigroup Global Markets Inc., and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Global Note in the form of the Notes attached hereto as Exhibits A-1 and A-2, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Period" means the period from the Issue Date until (1) the date that is one year after the later of (a) the date of the original issuance of such Notes or (b) the last day on which the Company or any of its Affiliates was the owner of the Notes, and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the restrictive legends set forth on the form of Note attached as Exhibits A-1 and A-2 to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

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

"Supplemental Indenture" means this Twelfth Supplemental Indenture.

"Treasury Rate" has the meaning assigned to it in the Notes.

"Trustee" has the meaning specified in the first paragraph hereof.

"US Global Note" means a Global Note in the form of the Notes attached hereto as Exhibits A-1 and A-2 to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "3.25% Notes due 2022" and the "4.70% Notes due 2042" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $1,000,000,000 for the 2022 Notes and $500,000,000 for the 2042 Notes, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2022 Note or 2042 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Twelfth Supplemental Indenture but without the consent of the Holders, create and issue pursuant to this Twelfth Supplemental Indenture an unlimited principal amount of additional Notes (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes, except that any such additional Notes (i) may have a different issue date and issue price from other outstanding Notes and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes.

SECTION 203 Stated Maturity. The Stated Maturity of the 2022 Notes shall be December 15, 2022. The Stated Maturity of the 2042 Notes shall be December 15, 2042.

SECTION 204 Interest.

(a) The 2022 Notes shall bear cash interest at the rate of 3.25% from November 29, 2012 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year, beginning on June 15, 2013, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 1 or December 1, as the case may be, whether or not a Business Day. Interest on the 2022 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2042 Notes shall bear cash interest at the rate of 4.70% from November 29, 2012 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year, beginning on June 15, 2013, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 1 or December 1, as the case may be, whether or not a Business Day. Interest on the 2042 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in The City of New York designated for such purpose, provided that payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company by check mailed by the Trustee to the address of the Person entitled as shown on the Debt Security Register.

(b) If any Stated Maturity Date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more US Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the US Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Until the completion of the Resale Restriction Termination Period, all Global Notes and all Certificated Notes shall bear a legend (the "Legend") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

> "THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 (a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing the Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; provided that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation* S *Global Note for a Beneficial Interest in a US Global Note.*

(a) On or prior to the 40th day after the later of the commencement of the offering of the Notes represented by the Regulation S Global Note and the issue date of such Notes (such period through and including such 40th day, the "Restricted Period"), a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding US Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the US Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Restricted Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Legend upon the transferability of any Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the restrictive Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, provided that a Global Note may be exchanged for Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to one year after the date of this Supplemental Indenture (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of such one year is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Event of Default. For purposes of this Twelfth Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

"then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

"(i) in no event shall the Trustee 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 Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the designated corporate trust office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture."

The provisions of Article XI of the Original Indenture relating to defeasance shall apply to the Notes.

Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Twelfth Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Mark F.Bowser
Mark F.Bowser
Executive Vice President
and Chief Financial Officer

By: /s/ Katherine K. Decker
Katherine K. Decker
Vice President and Treasurer

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

By: /s/ R. Tarnas
Name: R. Tarnas
Title: Vice President

Twelfth Supplemental Indenture Signature Page

EXHIBIT A-1

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 (a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

[REGULATION S GLOBAL NOTES LEGEND]

[THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.

NO BENEFICIAL OWNERS OF THIS TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF PRINCIPAL OR INTEREST HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE INDENTURE.]

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.25% Notes due 2022

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on December 15, 2022 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from November 29, 2012 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 in each year (each, an "Interest Payment Date"), commencing June 15, 2013, at the rate of 3.25% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no ,interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.25% Notes due 2022" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twelfth Supplemental Indenture dated as of November 29, 2012 (the "Twelfth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc. and Citigroup Global Markets Inc., and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: November , 2012

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: November , 2012

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTED LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 50l (a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS AN INSTITUTIONAL ACCREDITED INVESTOR ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

[REGULATION S GLOBAL NOTES LEGEND]

[THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.

NO BENEFICIAL OWNERS OF THIS TEMPORARY GLOBAL NOTE SHALL BE ENTITLED TO RECEIVE PAYMENT OF PRINCIPAL OR INTEREST HEREON UNLESS THE REQUIRED CERTIFICATIONS HAVE BEEN DELIVERED PURSUANT TO THE TERMS OF THE INDENTURE.]

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

4.70% Notes due 2042

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on December 15, 2042 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from November 29, 2012 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 in each year (each, an "Interest Payment Date"), commencing June 15, 2013, at the rate of 4.70% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no ,interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.70% Notes due 2042" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twelfth Supplemental Indenture dated as of November 29, 2012 (the "Twelfth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

This Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance :with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc. and Citigroup Global Markets Inc., and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date applicable to this Note, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Note Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: November , 2012

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: November , 2012

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the $_____, principal amount of the % Notes due 20_ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $__principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ A transfer of the Surrendered Notes is made to the Company or any subsidiaries; Or

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act; or

☐ The transfer of the Surrendered Notes is to an institutional accredited investor, as described in Rule 50l (a)(l), (2), (3) or (7) of Regulation D under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act, or

☐ The transfer of the Surrendered Notes is pursuant to an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, Georgia 30319

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
100 Ashford Center North, Suite 520
Atlanta, Georgia 30338

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $___principal amount of the_____% Notes due 20_ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 50l (a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 50l (a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501 (a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) to an Institutional Accredited Investor that is acquiring the Note for its own account, or for the account of such Institutional Accredited Investor for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) outside the United States to non-U.S. persons in an offshore transaction in accordance with Rule 903 or 904 of Regulation S under the Securities Act, or

(6) pursuant to another available exemption from registration under the Securities Act, including under Rule 144, if available, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction and in accordance with and subject to the legends set forth on the Notes.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.11

EXECUTION VERSION

COX COMMUNICATIONS, INC.

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

as Trustee

THIRTEENTH SUPPLEMENTAL INDENTURE

Dated as of May 1, 2013

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

2.95% Notes due 2023

4.50% Notes due 2043

THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of the 1st day of May, 2013 between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319 (the **"Company"),** and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 900 Ashwood Parkway, Suite 425, Atlanta, Georgia 30338, as trustee (the **"Trustee");**

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the **"Original Indenture"** and, as amended by this Supplemental Indenture, the **"Indenture"),** providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the **"Debt Securities"),** unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the **"2.95% Notes due 2023"** in the initial aggregate principal amount of $1,000,000,000 (the **"2023 Notes")** and the **"4.50% Notes due 2043"** in the initial aggregate principal amount of $500,000,000 (the **"2043 Notes"** and, together with the 2023 Notes, the **"Notes");**

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS THIRTEENTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the **"2.95% Notes due 2023"** and the **"4.50% Notes due 2043"** and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Clearstream" means Clearstream Banking, societe anonyme (formerly Cedelbank).

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"DTC" means The Depository Trust Company.

"Euroclear" means the Euroclear System.

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

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Holder" and **"Noteholder",** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Issue Date" means May 1, 2013.

"Legend" means the US Transfer Restriction Legend and the Regulation S Legend, each as defined in Section 207(c) of this Supplemental Indenture.

"Notes" has the meaning specified in the recitals hereof.

"Purchase Agreement" means the Purchase Agreement dated April 24, 2013, among the Company and J.P. Morgan Securities LLC, Wells Fargo Securities, LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Redemption Date", with respect to any 2023 Note or 2043 Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any 2023 Note or 2043 Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Global Note in the form of the Note attached hereto as Exhibit A-2(i) or Exhibit A-2(ii), and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Period" means, with respect to any Notes, the period from the Issue Date until (1) the date that is one year after the later of (a) the Issue Date or (b) the last day on which the Company or any of its Affiliates was the owner of the Notes, and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the US Transfer Restriction Legend pursuant to Section 207(c)(i) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibit A-1 to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

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

"Supplemental Indenture" means this Thirteenth Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"US Global Note" means a Global Note in the form of the Note attached hereto as Exhibit A-l(i) or Exhibit A-l(ii) to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "2.95% Notes due 2023" and the "4.50% Notes due 2043" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $1,000,000,000 for the 2023 Notes and $500,000,000 for the 2043 Notes, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2023 Note or 2043 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Thirteenth Supplemental Indenture but without the consent of the Holders, create and issue pursuant to this Thirteenth Supplemental Indenture an unlimited principal amount of additional Notes (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes, except that any such additional Notes (i) may have a different issue date and issue price from other outstanding Notes and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes.

SECTION 203 Stated Maturity. The Stated Maturity of the 2023 Notes shall be June 30, 2023. The Stated Maturity of the 2043 Notes shall be June 30, 2043.

SECTION 204 Interest.

(a) The 2023 Notes shall bear cash interest at the rate of 2.95% from May 1, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 30 and December 30 of each year, beginning on December 30, 2013, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 15 or December 15, as the case may be, whether or not a Business Day. Interest on the 2023 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2043 Notes shall bear cash interest at the rate of 4.50% from May 1, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 30 and December 30 of each year, beginning on December 30, 2013, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 15 or December 15, as the case may be, whether or not a Business Day. Interest on the 2043 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in The City of New York designated for such purpose, provided that payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company by check mailed by the Trustee to the address of the Person entitled as shown on the Debt Security Register.

(b) If any Stated Maturity Date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more US Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the US Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

> "UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends.

(i) Until the completion of the Resale Restriction Termination Period, all US Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a US Global Note shall bear a legend (the **"US Transfer Restriction Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

"THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 904 OF REGULATIONS UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD."

(ii) Until the date that is 40 days after the date of original issuance or such later date, if any, as may be required by applicable laws, all Regulation S Global Notes shall bear a legend (the **"Regulation S Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

"THE NOTES EVIDENCED HEREBY WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON UNTIL THE DATE THAT IS 40 DAYS AFTER THE DATE OF THE ORIGINAL ISSUANCE OF SUCH NOTES, OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS. THE TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; provided that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation* S *Global Note for a Beneficial Interest in a US Global Note.*

(a) On or prior to the 40th day after the date of the original issuance of the Notes represented by the Regulation S Global Note or such later date, if any, as may be required by applicable laws (such period through and including such 40th day, the **"Distribution Compliance Period"),** a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding US Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the US Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the US Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) (i) The restrictions imposed by the US Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the US Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, provided that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Event of Default. For purposes of this Thirteenth Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

"then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

"(i) in no event shall the Trustee 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 Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the designated corporate trust office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture."

The provisions of Article XI of the Original Indenture relating to defeasance shall apply to the Notes.

Except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Thirteenth Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Mark F. Bowser
Name: Mark F. Bowser
Title: Executive Vice President
and Chief Financial Officer

By: /s/ Katherine K. Decker
Name: Katherine K. Decker
Title: Vice President and Treasurer

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

By: /s/ Teresa Petta
Name: Teresa Petta
Title: Vice President

Thirteenth Supplemental Indenture Signature Page

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[US TRANSFER RESTRICTION LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

2.95% Notes due 2023

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 30, 2023 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from May 1, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 30 and December 30 of each year (each, an "Interest Payment Date"), commencing December 30, 2013, at the rate of 2.95% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 15 or December 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "2.95% Notes due 2023" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Thirteenth Supplemental Indenture dated as of May 1, 2013 (the "Thirteenth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to March 30, 2023, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after March 30, 2023, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: May 1, 2013

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: May 1, 2013

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[US TRANSFER RESTRICTION LEGEND]

[THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED PRIOR TO THE END OF THE PERIOD (THE "RESALE RESTRICTION PERIOD") FROM THE DATE OF ORIGINAL ISSUANCE UNTIL (A) THE DATE THAT IS ONE YEAR AFTER THE LATER OF (X) THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES OR (Y) THE LAST DAY ON WHICH THE ISSUER OR ANY OF ITS AFFILIATES WAS THE OWNER OF THE NOTES, AND (B) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS, EXCEPT (1) TO THE ISSUER, (2) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), (5) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(l), (2), (3) OR (7) UNDER THE SECURITIES ACT ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF $100,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, OR (6) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND WHICH CONTINUES TO BE EFFECTIVE AT THE TIME OF SUCH TRANSFER, SUBJECT TO THE ISSUER'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (4) OR (5) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION PERIOD.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

4.50% Notes due 2043

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 30, 2043 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from May 1, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 30 and December 30 of each year (each, an "Interest Payment Date"), commencing December 30, 2013, at the rate of 4.50% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 15 or December 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.50% Notes due 2043" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Thirteenth Supplemental Indenture dated as of May 1, 2013 (the "Thirteenth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to December 30, 2042, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after December 30, 2042, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: May 1, 2013

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: May 1, 2013

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[REGULATION S LEGEND]

[THE NOTES EVIDENCED HEREBY WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON UNTIL THE DATE THAT IS 40 DAYS AFTER THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES, OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS. THE TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.]

[THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

2.95% Notes due 2023

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 30, 2023 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from May 1, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 30 and December 30 of each year (each, an "Interest Payment Date"), commencing December 30, 2013, at the rate of 2.95% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 15 or December 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "2.95% Notes due 2023" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Thirteenth Supplemental Indenture dated as of May 1, 2013 (the "Thirteenth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to March 30, 2023, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after March 30, 2023, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: May 1, 2013

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: May 1, 2013

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY]

[REGULATION S LEGEND]

[THE NOTES EVIDENCED HEREBY WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE TRANSFERRED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON UNTIL THE DATE THAT IS 40 DAYS AFTER THE DATE OF THE ORIGINAL ISSUANCE OF THE NOTES, OR SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAWS. THE TERMS USED ABOVE HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT.]

[THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No.

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

4.50% Notes due 2043

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 30, 2043 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from May 1, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 30 and December 30 of each year (each, an "Interest Payment Date"), commencing December 30, 2013, at the rate of 4.50% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 15 or December 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.50% Notes due 2043" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Thirteenth Supplemental Indenture dated as of May 1, 2013 (the "Thirteenth Supplemental Indenture", and together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to December 30, 2042, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed or (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after December 30, 2042, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means a Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means J.P. Morgan Securities LLC, a primary Treasury dealer selected by Wells Fargo Securities, LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Morgan Stanley & Co. LLC, and each of their respective successors; provided, however, that if any of the foregoing shall cease to be a primary Treasury dealer, the Company will substitute another primary Treasury dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price with respect to and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity and is not subject to any sinking fund.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures, the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: May 1, 2013

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: May 1, 2013

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1
Transfer Certificate

In connection with a transfer of any of the $_____ principal amount of the _____% Notes due 20 ____ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $ _____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ A transfer of the Surrendered Notes is made to the Company or any subsidiaries;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is to an institutional accredited investor, as described in Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, Georgia 30319

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
100 Ashford Center North, Suite 520
Atlanta, Georgia 30338

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $ _____ principal amount of the _____ % Notes due 20 ___ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 50l(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) to an Institutional Accredited Investor that is acquiring the Note for its own account, or for the account of such Institutional Accredited Investor for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) outside the United States to non-U.S. persons in an offshore transaction in accordance with Rule 904 of Regulation S under the Securities Act, or

(6) pursuant to another available exemption from registration under the Securities Act, including under Rule 144, if available, and, in each case, in accordance with any applicable securities laws of any State of the United States or any other applicable jurisdiction and in accordance with and subject to the legends set forth on the Notes.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.12

EXECUTION VERSION

COX COMMUNICATIONS, INC.

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

as Trustee

FOURTEENTH SUPPLEMENTAL INDENTURE

Dated as of December 8, 2014

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

3.85% Notes due 2025

4.80% Notes due 2035

FOURTEENTH SUPPLEMENTAL INDENTURE, dated as of the 8th day of December, 2014 between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 1400 Lake Hearn Drive, NE, Atlanta, Georgia 30319 (the "**Company**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 10161 Centurion Parkway N., Jacksonville, Florida 32256, as trustee (the "**Trustee**");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "**Original Indenture**" and, as amended by this Supplemental Indenture, the "**Indenture**"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "**Debt Securities**"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the "**3.85% Notes due 2025**" in the initial aggregate principal amount of $700,000,000 (the "**2025 Notes**") and the "**4.80% Notes due 2035**" in the initial aggregate principal amount of $650,000,000 (the "**2035 Notes**" and, together with the 2025 Notes, the "**Notes**");

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS FOURTEENTH SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "**3.85% Notes due 2025**" and the "**4.80% Notes due 2035**" and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"**Agent Members**" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"**Applicable Procedures**" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"**Business Day**" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"**cash**" means U.S. legal tender.

"**Certificated Notes**" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"**Clearstream**" means Clearstream Banking, societe anonyme (formerly Cedelbank).

"**Debt Securities**" has the meaning specified in the first recital hereof.

"**Depositary**" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"**Distribution Compliance Period**" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

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

"**Euroclear**" means the Euroclear System.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Global Note**" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"**Holder**" and "**Noteholder**", in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"**Institutional Accredited Investor**" means an institutional "accredited investor" as defined in Rule 50l(a)(l), (2), (3) and (7) under the Securities Act.

"**Interest Payment Date**," in respect of any Note, has the meaning assigned to it in such Note.

"**Issue Date**" means December 8, 2014.

"**Legend**" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"**Notes**" has the meaning specified in the recitals hereof.

"**Purchase Agreement**" means the Purchase Agreement dated December 1, 2014, among the Company and Barclays Capital Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA Inc. and Wells Fargo Securities, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"**Qualified Institutional Buyer**" has the meaning specified in Rule 144A.

"**Redemption Date**", with respect to any 2025 Note or 2035 Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"**Redemption Price**", with respect to any 2025 Note or 2035 Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"**Regulation S**" means Regulation S under the Securities Act.

"**Regulation S Global Note**" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"**Regulation S Permanent Global Note**" means a permanent Global Note in the form of the Note attached hereto as Exhibit A-2(i) or Exhibit A-2(ii), and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"**Regulation S Temporary Global Note**" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2(i) or Exhibit A-2(ii), and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"**Resale Restriction Termination Date**" means (1) in the case of U.S. Global Notes, the date that is one year after the later of (a) the Issue Date and (b) the last date on which the Company or any Affiliate of the Company was the owner of such Notes or, in the case of Regulation S Notes, the date that is 40 days after the later of (a) the Issue Date and (b) the last date on which the Company or any Affiliate of the Company was the owner of such Notes and (2) such later date, if any, as may be required by applicable laws.

"**Restricted Note**" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibit A-1 and Exhibit A-2 to this Supplemental Indenture.

"**Rule 144A**" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

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

"**Supplemental Indenture**" means this Fourteenth Supplemental Indenture.

"**Transfer Restriction Legend**" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"**Trustee**" has the meaning specified in the first paragraph hereof.

"**U.S. Global Note**" means a Global Note in the form of the Note attached hereto as Exhibit A-1(i) or Exhibit A-1(ii) to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; and the provisions of Article 4 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 4.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "3.85% Notes due 2025" and the "4.80% Notes due 2035" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $700,000,000 for the 2025 Notes and $650,000,000 for the 2035 Notes, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2025 Note or 2035 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Fourteenth Supplemental Indenture but without the consent of the Holders, create and issue pursuant to this Fourteenth Supplemental Indenture an unlimited principal amount of additional Notes (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes, except that any such additional Notes (i) may have a different issue date and issue price from other outstanding Notes and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes.

SECTION 203 Stated Maturity. The Stated Maturity of the 2025 Notes shall be February 1, 2025. The Stated Maturity of the 2035 Notes shall be February 1, 2035.

SECTION 204 Interest.

(a) The 2025 Notes shall bear cash interest at the rate of 3.85% per annum from December 8, 2014 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, beginning on August 1, 2015, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding January 15 or July 15, as the case may be, whether or not a Business Day. Interest on the 2025 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2035 Notes shall bear cash interest at the rate of 4.80% per annum from December 8, 2014 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, beginning on August 1, 2015, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding January 15 or July 15, as the case may be, whether or not a Business Day. Interest on the 2035 Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in The City of New York designated for such purpose; *provided* that payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company by check mailed by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any Stated Maturity Date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the "**Transfer Restriction Legend**") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR *AND IN THE CASE OF REGULATION S GLOBAL NOTES:* 40 DAYS, AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATION S GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"*IN THE CASE OF REGULATION S TEMPORARY GLOBAL NOTES*: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation S Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities 1aws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) (i) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, provided that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Fourteenth Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

"then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) *of* the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

"(i) in no event shall the Trustee 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 Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a default is received by the Trustee at the designated corporate trust office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture."

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

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

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, "Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Fourteenth Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Mark F. Bowser
Name: Mark F. Bowser
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Supplemental Indenture]

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

By: /s/ Teresa Petta
Name: Teresa Petta
Title: Vice President

[Signature Page to Supplemental Indenture]

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CE5

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.85% Notes due 2025

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on February 1, 2025 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from December 8, 2014 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate of 3.85% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be January 15 or July 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.85% Notes due 2025" (the "Notes"), initially limited to an aggregate principal amount of $700,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Fourteenth Supplemental Indenture dated as of December 8, 2014 (the "Fourteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to November 1, 2024, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after November 1, 2024, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of six Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means Barclays Capital Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA Inc. and Wells Fargo Securities, LLC, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the, Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 'Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: December 8, 2014

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: December 8, 2014

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CF2

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

4.80% Notes due 2035

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on February 1, 2035 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from December 8, 2014 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate of 4.80% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be January 15 or July 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is- not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.80% Notes due 2035" (the "Notes"), initially limited to an aggregate principal amount of $650,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Fourteenth Supplemental Indenture dated as of December 8, 2014 (the "Fourteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to August 1, 2034, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after August 1, 2034, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of six Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means Barclays Capital Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA Inc. and Wells Fargo Securities, LLC, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: December 8, 2014

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: December 8, 2014

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 AQ5

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.85% Notes due 2025

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on February 1, 2025 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from December 8, 2014 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate of 3.85% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be January 15 or July 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.85% Notes due 2025" (the "Notes"), initially limited to an aggregate principal amount of $700,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Fourteenth Supplemental Indenture dated as of December 8, 2014 (the "Fourteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to November 1, 2024, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after November 1, 2024, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of six Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means Barclays Capital Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA Inc. and Wells Fargo Securities, LLC, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: December 8, 2014

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: December 8, 2014

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.]

[THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 AR3

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

4.80% Notes due 2035

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on February 1, 2035 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from December 8, 2014 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2015, at the rate of 4.80% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be January 15 or July 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.80% Notes due 2035" (the "Notes"), initially limited to an aggregate principal amount of $650,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Fourteenth Supplemental Indenture dated as of December 8, 2014 (the "Fourteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to August 1, 2034, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (exclusive of interest accrued to the Redemption Date), in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after August 1, 2034, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed.

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of six Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means Barclays Capital Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA Inc. and Wells Fargo Securities, LLC, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

This Note is not subject to any sinking fund.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: December 8, 2014

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated: December 8, 2014

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the $_____ principal amount of the ____% Notes due 20___ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company or any subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, Georgia 30319

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
10161 Centurion Parkway N.
Jacksonville, Florida 32256

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____principal amount of the____ % Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By: _____

Name:
Title:
Address:

Exhibit 4.13

EXECUTION VERSION

COX COMMUNICATIONS, INC.

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

as Trustee

FIFTEENTH SUPPLEMENTAL INDENTURE

Dated as of September 13, 2016

Supplement to Indenture

Dated as of June 27, 1995

Creating one series of Debt Securities designated

3.35% Notes due 2026

FIFTEENTH SUPPLEMENTAL INDENTURE, dated as of the 13th day of September, 2016, between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Company"),** and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 10161 Centurion Parkway N., Jacksonville, Florida 32256, as trustee (the **"Trustee");**

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the **"Original Indenture"** and, as amended by this Supplemental Indenture, the **"Indenture"),** providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the **"Debt Securities"),** unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, one new series of Debt Securities designated as the **"3.35% Notes due 2026"** in the initial aggregate principal amount of $1,000,000,000 (the **"Notes");**

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the **"3.35% Notes due 2026"** and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Below Investment Grade Downgrade Event" means the rating on the Notes is lowered in respect of a Change of Control and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of the Notes is under publicly announced consideration for possible downgrade by each of the Rating *Agencies);provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation in connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"Capital Stock" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of its and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation and

(ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"Change of Control Repurchase Event" means the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to the Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Clearstream" means Clearstream Banking, société anonyme (formerly Cedelbank).

"Cox Descendants" means the lineal descendants of Governor James M. Cox.

"Cox Family Charities" means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"Cox Family Individuals" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"Cox Family Members" means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family Charities; *provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"Cox Family Trusts" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Euroclear" means the Euroclear System.

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

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Holder" and **"Noteholder,"** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 50l (a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Investment Grade Rating" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Issue Date" means September 13, 2016.

"Legend" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning specified in the recitals hereof.

"Permitted Holders" means (a) the Cox Family Members, (b) Cox Enterprises, Inc. and its affiliates, including any successor Person to Cox Enterprises, Inc. that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"Purchase Agreement" means the Purchase Agreement, dated September 8, 2016, among the Company and J.P. Morgan Securities LLC, Wells Fargo Securities, LLC and Mizuho Securities USA Inc., acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Rating Agencies" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

"Redemption Date", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of the Note attached hereto as Exhibit A-2, and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means (1) in the case of U.S. Global Notes, the date that is one year after the later of (a) the Issue Date and (b) the last date on which the Company or any Affiliate of the Company was the owner of such Notes or, in the case of Regulation S Notes, the date that is 40 days after the later of (a) the Issue Date and (b) the last date on which the Company or any Affiliate of the Company was the owner of such Notes and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibit A-1 and Exhibit A-2 to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"Supplemental Indenture" means this Fifteenth Supplemental Indenture.

"Transfer Restriction Legend" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"U.S. Global Note" means a Global Note in the form of the Note attached hereto as Exhibit A-1 to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7.07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 5 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 5.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "3.35% Notes due 2026" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $1,000,000,000, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes, except that any such additional Notes (i) may have a different issue date and issue price from other outstanding Notes and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes.

SECTION 203 Stated Maturity. The Stated Maturity of the Notes shall be September 15, 2026.

SECTION 204 Interest. The Notes shall bear cash interest at the rate of 3.35% per annum from September 13, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 15 and September 15 of each year, beginning on March 15, 2017, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding March 1 or September 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such *purpose;provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any Stated Maturity Date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the **"Transfer Restriction Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT *IS,IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR *AND IN THE CASE OF REGULATION* S *GLOBAL NOTES:* 40 DAYS, AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATION S GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATIONS TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation* S *Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation Sor Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) (i) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, *provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

"then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding."

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate, shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an Indenture Supplement hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to the Notes, each Holder of the Notes will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $1,000 in excess thereof) of such Holder's Notes pursuant to a Change of Control offer (a **"Change of Control Offer")** on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes as described in Section 206. In the Change of Control Offer, the Company will offer to purchase all of the Notes at a purchase price (the **"Change of Control Purchase Price")** in cash in an amount equal to 101% of the principal amount of such series of Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the **"Change of Control Purchase Date")** (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if the Notes have not been redeemed prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to the Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(1) that a Change of Control Repurchase Event has occurred or may occur with respect to the Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 30 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 30 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-l under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date, the Company will, to the extent permitted by law:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create or incur any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation or incurrence of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 million or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Notes, whether then existing or thereafter created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes remain Outstanding, the Company will not permit any Restricted Subsidiary to incur any Indebtedness if immediately after the incurrence of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture";

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture or the Notes and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture or the Notes in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

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

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, "Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Fifteenth Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Mark F. Bowser
Name: Mark F. Bowser
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

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

By: /s/ Julie Hoffman-Ramos
Name: Julie Hoffman-Ramos
Title: Vice President

EXHIBIT A-1

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

[THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED

(THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-US. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-US. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL

BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE FIFTEENTH SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. 224044 CG0

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.35% Notes due 2026

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 15, 2026 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from September 13, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 15 and September 15 of each year (each, an "Interest Payment Date"), commencing March 15, 2017 at the rate of 3.35% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. .Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.35% Notes due 2026" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Fifteenth Supplemental Indenture dated as of September 13, 2016 (the "Fifteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of six Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means June 15, 2026.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, Wells Fargo Securities, LLC and Mizuho Securities USA Inc., and each of their respective successors and (ii) three other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to l01% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 AS1

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.35% Notes due 2026

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 15, 2026 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from September 13, 2016 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 15 and September 15 of each year (each, an "Interest Payment Date"), commencing March 15, 2017 at the rate of 3.35% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. .Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.35% Notes due 2026" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Fifteenth Supplemental Indenture dated as of September 13, 2016 (the "Fifteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of six Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means June 15, 2026.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, Wells Fargo Securities, LLC and Mizuho Securities USA Inc., and each of their respective successors and (ii) three other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity. This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee**:**

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the $_____principal amount of the____% Notes due 20____ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
10161 Centurion Parkway N.
Jacksonville, Florida 32256

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____principal amount of the_____% Notes due 20____(the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 50l(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; *provided* that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By:

Name:
Title:
Address:

Exhibit 4.14

EXECUTION VERSION

COX COMMUNICATIONS, INC.

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

as Trustee

SIXTEENTH SUPPLEMENTAL INDENTURE

Dated as of August 7, 2017

Supplement to Indenture

Dated as of June 27, 1995

Creating three series of Debt Securities designated

3.150% Notes due 2024

3.500% Notes due 2027

4.600% Notes due 2047

SIXTEENTH SUPPLEMENTAL INDENTURE, dated as of the 7th day of August, 2017, between COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the "**Company**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 200 Ashford Center North, Suite 550, Atlanta, Georgia 30338, as trustee (the "**Trustee**");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "**Original Indenture**" and, as amended by this Supplemental Indenture, the "**Indenture**"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "**Debt Securities**"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Board of Directors, has duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, three new series of Debt Securities designated as the "**3.150% Notes due 2024**" in the initial aggregate principal amount of $1,000,000,000 (the "**2024 Notes**"), the "**3.500% Notes due 2027**" in the initial aggregate principal amount of $1,000,000,000 (the "**2027 Notes**") and the "**4.600% Notes due 2047**" in the initial aggregate principal amount of $600,000,000 (the "**2047 Notes**" and, together with the 2024 Notes and the 2027 Notes, the "**Notes**");

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "**3.150% Notes due 2024**", the "**3.500% Notes due 2027**" and the "**4.600% Notes due 2047**" and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to each series of Debt Securities (consisting of the Notes) created hereby, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"**Agent Members**" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"**Applicable Procedures**" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"**Below Investment Grade Downgrade Event**" means, with respect to any series of Notes, the rating on such Notes is lowered in respect of a Change of Control and such Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of such Notes is under publicly announced consideration for possible downgrade by each of the Rating Agencies); *provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation **in** connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"**Business Day**" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"**Capital Stock**" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"**cash**" means U.S. legal tender.

"**Certificated Notes**" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"**Change of Control**" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of its and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation) and (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"**Change of Control Repurchase Event**" means, with respect to any series of Notes, the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to such series of Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"**Clearstream**" means Clearstream Banking, S.A. (formerly Cedelbank).

"**Corporate Trust Office**" means 200 Ashford Center North, Suite 550, Atlanta, Georgia 30338.

"**Cox Descendants**" means the lineal descendants of Governor James M. Cox.

"**Cox Family Charities**"means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"**Cox Family Individuals**" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"**Cox Family Members**"means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family *Charities;provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"**Cox Family Trusts**" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"**Debt Securities**" has the meaning specified in the first recital hereof.

"**Depositary**" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"**Distribution Compliance Period**" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

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

"**Electronic Means**" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"**Euroclear**" means the Euroclear Bank SA/NV.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fitch**" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"**Global Note**" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"**Holder**" and "**Noteholder**," in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"**Institutional Accredited Investor**" means an institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) and (7) under the Securities Act.

"**Interest Payment Date**," in respect of any Note, has the meaning assigned to it in such Note.

"**Investment Grade Rating**" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"**Issue Date**" means August 7, 2017.

"**Legend**" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"**Moody's**" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"**Notes**" has the meaning specified in the recitals hereof.

"**Permitted Holders**" means (a) the Cox Family Members, (b) Cox Enterprises, Inc. and its affiliates, including any successor Person to Cox Enterprises, Inc. that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"**Purchase Agreement**" means the Purchase Agreement, dated July 24, 2017, among the Company and J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"**Qualified Institutional Buyer**" has the meaning specified in Rule 144A.

"**Rating Agencies**" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes of any series publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, which shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

"**Redemption Date**", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"**Redemption Price**", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"**Regulation S**" means Regulation S under the Securities Act.

"**Regulation S Global Note**" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"**Regulation S Permanent Global Note**" means a permanent Global Note in the form of the Note attached hereto as Exhibits A-2(i), A-2(ii) or A-2(iii), as applicable, and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"**Regulation S Temporary Global Note**" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2(i), A-2(ii) or A-2(iii), as applicable, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"**Resale Restriction Termination Date**" means (1) in the case of U.S. Global Notes, the date that is one year after the later of (a) the Issue Date and (b) the last date on which the Company or any Affiliate of the Company was the owner of such Notes or, in the case of Regulation S Notes, the date that is 40 days after the later of (a) the Issue Date and (b) the last date on which the Company or any Affiliate of the Company was the owner of such Notes and (2) such later date, if any, as may be required by applicable laws.

"**Restricted Note**" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibits A-l(i), A-l(ii), A-l(iii), A-2(i), A-2(ii) or A-2(iii), as applicable, to this Supplemental Indenture.

"**Rule 144A**" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"**S&P**" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"**Supplemental Indenture**" means this Sixteenth Supplemental Indenture.

"**Transfer Restriction Legend**" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"**Trustee**" has the meaning specified in the first paragraph hereof.

"**U.S. Global Note**" means a Global Note in the form of the Note attached hereto as Exhibits A-1(i), A-1(ii) or A-1(iii), as applicable, to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

"**Voting Stock**" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7.07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Section 214 hereof amend Section 9.01 of the Original Indenture as set forth in such Section 214; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 5 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 5.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The 2024 Notes, 2027 Notes and 2047 Notes shall be known and designated as the "3.150% Notes due 2024," the "3.500% Notes due 2027" and the "4.600% Notes due 2047" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $1,000,000,000 for the 2024 Notes, $1,000,000,000 for the 2027 Notes and $600,000,000 for the 2047 Notes, in each case, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2024 Note, 2027 Notes or 2047 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders of any series of Notes, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes of such series (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes of such series, except that any such additional Notes (i) may have a different issue date and issue price from other outstanding Notes of such series and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes of such series.

SECTION 203 Stated Maturity. The Stated Maturity of the 2024 Notes shall be August 15, 2024. The Stated Maturity of the 2027 Notes shall be August 15, 2027. The Stated Maturity of the 2047 Notes shall be August 15, 2047.

SECTION 204 Interest.

(a) The 2024 Notes shall bear cash interest at the rate of 3.150% per annum from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2018, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding February 1 or August 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2027 Notes shall bear cash interest at the rate of 3.500% per annum from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2018, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding February 1 or August 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(c) The 2047 Notes shall bear cash interest at the rate of 4.600% per annum from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2018, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding February 1 or August 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such *purpose;provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any Stated Maturity Date, Redemption Date or Interest Payment Date, falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-l(i), A-l(ii), A-l(iii), A-2(i), A-2(ii) or A-2(iii), as applicable.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

> "UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the "**Transfer Restriction Legend**") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR *AND IN THE CASE OF REGULATION* S *GLOBAL NOTES:* 40 DAYS, AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE TIJRISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATIONS GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATIONS TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of such Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation S Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation Sor Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(b) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) (i) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, *provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (i) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (ii) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (i) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (ii) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding.

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee (which shall be deemed to include its officers, directors, employees, and agents) or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an Indenture Supplement hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 214 With respect to the Notes, Section 9.01(f) of the Original Indenture is hereby deleted in its entirety and replaced with "[Reserved]" in lieu thereof.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to any series of Notes, each Holder of the Notes of such series will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $1,000 in excess thereof) of such Holder's Notes of such series pursuant to a Change of Control offer (a "**Change of Control Offer**") on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes of such series pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes of such series as described in Section 206. In the Change of Control Offer with respect to any series of Notes, the Company will offer to purchase all of the Notes of such series at a purchase price (the "**Change of Control Purchase Price**") in cash in an amount equal to 101% of the principal amount of such series of Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the "**Change of Control Purchase Date**") (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if such Notes have not been redeemed prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to any series of Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee of such series of Notes and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(1) that a Change of Control Repurchase Event has occurred or may occur with respect to such series of Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 30 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of an applicable series validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 30 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes of such series that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes of such series that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-l under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event with respect to any series of Notes if a third party makes the Change of Control Offer with respect to such series of Notes in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date with respect to any series of Notes, the Company will, to the extent permitted by law:

(1) accept for payment all Notes of such series or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes of such series or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes of such series so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create or incur any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation or incurrence of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes of such series (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Notes of such series, whether then existing or thereafter created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not permit any Restricted Subsidiary to incur any Indebtedness if immediately after the incurrence of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and the Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the proper authorization or the due execution hereof by the Company or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture;

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture or the Notes and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture or the Notes in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

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

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, "Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.

By: /s/ Mark F. Bowser
Name: Mark F. Bowser
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Supplemental Indenture]

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

By: /s/ Julic Hoffman-Ramos
Name: Julic Hoffman-Ramos
Title: Vice President

[Signature Page to Supplemental Indenture]

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CH8

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.150% Notes due 2024

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on August 15, 2024 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing February 15, 2018 at the rate of 3.150% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.150% Notes due 2024" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Sixteenth Supplemental Indenture dated as of August 7, 2017 (the "Sixteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank ofNew York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means June 15, 2024.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity. This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CJ4

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.500% Notes due 2027

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on August 15, 2027 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing February 15, 2018 at the rate of 3.500% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.500% Notes due 2027" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Sixteenth Supplemental Indenture dated as of August 7, 2017 (the "Sixteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means May 15, 2027.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-l(iii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CK1

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

4.600% Notes due 2047

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on August 15, 2047 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing February 15, 2018 at the rate of 4.600% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.600% Notes due 2047" (the "Notes"), initially limited to an aggregate principal amount of $6,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Sixteenth Supplemental Indenture dated as of August 7, 2017 (the "Sixteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means February 15, 2047.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity. This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE IBE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 AT9

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.150% Notes due 2024

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on August 15, 2024 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing February 15, 2018 at the rate of 3.150% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.150% Notes due 2024" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Sixteenth Supplemental Indenture dated as of August 7, 2017 (the "Sixteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means June 15, 2024.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity. This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY] [TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO IBE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R- PRINCIPAL AMOUNT
CUSIP No. U22018 AU6 $

COX COMMUNICATIONS, INC.

3.500% Notes due 2027

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which tem1 includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on August 15, 2027 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing February 15, 2018 at the rate of 3.500% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.500% Notes due 2027" (the "Notes"), initially limited to an aggregate principal amount of $1,000,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Sixteenth Supplemental Indenture dated as of August 7, 2017 (the "Sixteenth Supplemental Ihdenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank ofNew York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assunung a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means May 15, 2027.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease, to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity. This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(iii)

[FORM OF FACE OF SECURITY] [TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE COMPANY OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R- PRINCIPAL AMOUNT
CUSIP No. U22018 AV4 $

COX COMMUNICATIONS, INC.

4.600% Notes due 2047

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on August 15, 2047 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on February 15 and August 15 of each year (each, an "Interest Payment Date"), commencing February 15, 2018 at the rate of 4.600% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 1 or August 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "4.600% Notes due 2047" (the "Notes"), initially limited to an aggregate principal amount of $600,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Sixteenth Supplemental Indenture dated as of August 7, 2017 (the "Sixteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means February 15, 2047.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed at least 30 days but not more than 60 days before the Redemption Date to the Holder hereof at its registered address.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company shall have any liability for any obligations of the Company under this Note or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual signature of one of its authorized officers, or on behalf of the Trustee by the manual signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the $_____principal amount of the_____% Notes due 20 _____(the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $ _____principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____

_____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
10161 Centurion Parkway N.
Jacksonville, Florida 32256

Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____ principal amount of the _____% Notes due 20____ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; provided that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By: _____

Name:
Title:
Address:

Exhibit 4.15

EXECUTION VERSION

COX COMMUNICATIONS, INC.,

as Issuer

COX ENTERPRISES, INC.,

as Guarantor

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

as Trustee

EIGHTEENTH SUPPLEMENTAL INDENTURE

Dated as of September 17, 2020

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

1.800% Notes due 2030

2.950% Notes due 2050

EIGHTEENTH SUPPLEMENTAL INDENTURE, dated as of the 17th day of September, 2020, among COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the "**Company**"), COX ENTERPRISES, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-A Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the "**Guarantor**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, as trustee (the "**Trustee**");

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "**Original Indenture**" and, as amended by this Supplemental Indenture, the "**Indenture**"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "**Debt Securities**"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company's Board of Directors, and the Guarantor, pursuant to appropriate resolutions of the Guarantor's Board of Directors, have duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order (i) to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the "**1.800% Notes due 2030**" in the initial aggregate principal amount of $750,000,000 (the "**2030 Notes**") and the "**2.950% Notes due 2050**" in the initial aggregate principal amount of $750,000,000 (the "**2050 Notes**" and, together with the 2030 Notes, the "**Notes**") and (ii) to establish the terms of, and to provide for the grant of, full and unconditional guarantees (the "**Guarantees**") by the Guarantor of the Company's obligations with respect to the Notes and the Company's obligations under the Indenture in respect thereof;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture and to add guarantees with respect to the Debt Securities of any series;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the Guarantor, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the "**1.800% Notes due 2030**" and the "**2.950% Notes due 2050**" and to provide for the Guarantees in respect thereof and for and in consideration of the premises and of the covenants contained in

the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes of each series, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to each series of Debt Securities (consisting of the Notes) created hereby and the Guarantees in respect thereof, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Additional Notes" has the meaning specified in Section 202 of this Supplemental Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Below Investment Grade Downgrade Event" means, with respect to either series of Notes, the rating on such Notes is lowered in respect of a Change of Control and such Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of such Notes is under publicly announced consideration for possible downgrade by each of the Rating Agencies); *provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation in connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"Capital Stock" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of its and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation) and (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"Change of Control Repurchase Event" means, with respect to either series of Notes, the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to such series of Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Clearstream" means Clearstream Banking, S.A. (formerly Cedelbank).

"Corporate Trust Office" means 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262 or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Cox Descendants" means the lineal descendants of Governor James M. Cox.

"Cox Family Charities" means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"Cox Family Individuals" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"Cox Family Members" means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family Charities; *provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"Cox Family Trusts" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"Credit Agreement" means the Second Amended and Restated Credit Agreement dated as of November 10, 2010, and as amended and restated as of March 28, 2014 and December 13, 2018 (and as may be further amended, supplemented or otherwise modified from time to time), among the Company, the Guarantor, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time party thereto.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Euroclear" means the Euroclear Bank SA/NV.

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

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Guarantee" or **"Guarantees"** has the meaning specified in the recitals hereof.

"Guarantor" has the meaning specified in the first paragraph hereof.

"Holder" and **"Noteholder,"** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Investment Grade Rating" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Issue Date" means September 17, 2020.

"Legend" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"Moody's" means Moody' s Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning specified in the recitals hereof.

"Permitted Holders" means (a) the Cox Family Members, (b) the Guarantor and its affiliates, including any successor Person to the Guarantor that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"Purchase Agreement" means the Purchase Agreement, dated September 10, 2020, among the Company and Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Rating Agencies" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes of either series publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, which shall be substituted for S&P, Moody' s or Fitch or all three, as the case may be.

"Redemption Date", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of the Note attached hereto as Exhibits A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means (1) in the case of U.S. Global Notes, the date that is one year after the latest of (a) the Issue Date, (b) the original issue date of the issuance of any Additional Notes of such series and (c) the last date on which the Company or any of its Affiliates were the owner of such Notes or, in the case of Regulation S Notes, the date that is 40 days after the latest of (a) the Issue Date, (b) the original issue date of the issuance of any Additional Notes of such series and (c) the date on which such Notes were first offered to persons other than distributors in reliance on Regulation S and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibits A-1(i), A-1(ii), A-2(i) or A-2(ii), as applicable, to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"Supplemental Indenture" means this Eighteenth Supplemental Indenture.

"Termination Date" has the meaning set forth in Section 501(f) of this Supplemental Indenture.

"Transfer Restriction Legend" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"U.S. Global Note" means a Global Note in the form of the Note attached hereto as Exhibits A-l(i) or A- l(ii), as applicable, to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 206 hereof amend Section 3.03 of the Original Indenture as set forth in such Section 206; the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7 .07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Sections 214 and 215 hereof amend Section 9.01 of the Original Indenture as set forth in such Sections 214 and 215; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 6 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 6.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture and the Guarantees in respect thereof, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The 2030 Notes and 2050 Notes shall be known and designated as the "l.800% Notes due 2030" and the "2.950% Notes due 2050" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $750,000,000 for the 2030 Notes and $750,000,000 for the 2050 Notes, in each case, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2030 Note or 2050 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders of any series of Notes, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes of such series (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes of such series **("Additional Notes");** *provided* that any such Additional Notes (i) may have a different issue date and issue price from other outstanding Notes of such series and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes of such series; *provided further,* that in the event such Additional Notes are not fungible with the applicable Notes issued on the Issue Date for U.S. federal income tax purposes, such Additional Notes will be issued with a separate CUSIP number.

SECTION 203 Stated Maturity. The Stated Maturity of the 2030 Notes shall be October 1, 2030. The Stated Maturity of the 2050 Notes shall be October 1, 2050.

SECTION 204 Interest.

(a) The 2030 Notes shall bear cash interest at the rate of 1.800% per annum from September 17, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on April 1 and October 1 of each year, beginning on April 1, 2021, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding March 15 or September 15, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2050 Notes shall bear cash interest at the rate of 2.950% per annum from September 17, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on April 1 and October 1 of each year, beginning on April 1, 2021, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding March 15 or September 15, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such purpose; *provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any date of Stated Maturity, Redemption Date or Interest Payment Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date. In connection with any redemption, notice of the redemption will be delivered at least 15 days but not more than 60 days prior to the applicable Redemption Date to the Holders of the Notes of such series by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Without limiting the other provisions of Section 3.03 of the Original Indenture, any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent. At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section and the Original Indenture relating to such redemption.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-l(i), A- l(ii), A-2(i) or A-2(ii), as applicable.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Restricted Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

> "UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.
>
> "TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE EIGHTEENTH SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the **"Transfer Restriction Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), *OR IN THE CASE OF REGULATION S GLOBAL NOTES:* 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATION S GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATION S TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of such Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation S Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(x) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(y) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term “transfer” encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, *provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (A) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (B) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (A) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (B) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding.

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee (which shall be deemed to include its officers, directors, employees, and agents) or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an indenture supplemental hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 214 With respect to the Notes, Section 9.0l(f) of the Original Indenture is hereby deleted in its entirety and replaced with "[Reserved]" in lieu thereof.

SECTION 215 With respect to the Notes, the last paragraph of Section 9.01 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

After an amendment under the Indenture becomes effective with respect to the Notes of a particular series, the Company is required to deliver to Holders of the Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, a notice briefly describing such amendment. However, the Company's failure to give such notice to all Holders of the Notes of such series, or any defect in such notice, will not impair or affect the validity of the amendment.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to either series of Notes, each Holder of the Notes of such series will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $1,000 in excess thereof) of such Holder's Notes of such series pursuant to a Change of Control offer (a **"Change of Control Offer")** on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes of such series pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes of such series as described in Section 206. In the Change of Control Offer with respect to either series of Notes, the Company will offer to purchase all of the Notes of such series at a purchase price (the **"Change of Control Purchase Price")** in cash in an amount equal to 101% of the principal amount of such series of Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the **"Change of Control Purchase Date")** (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if such Notes have not been repurchased prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to either series of Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee of such series of Notes and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(1) that a Change of Control Repurchase Event has occurred or may occur with respect to such series of Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 15 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of an applicable series validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 15 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes of such series that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes of such series that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-l under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event with respect to either series of Notes if a third party makes the Change of Control Offer with respect to such series of Notes in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date with respect to either series of Notes, the Company will, to the extent permitted by law:

(1) accept for payment all Notes of such series or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes of such series or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes of such series so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create, incur or assume any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation, incurrence or assumption of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes of such series (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Notes of such series, whether then existing or later created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not permit any Restricted Subsidiary to incur or assume any Indebtedness if immediately after the incurrence or assumption of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

SECTION 501 Guarantee.

(a) The Guarantor hereby fully and unconditionally guarantees the Notes of each series and the obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note of such series authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes of such series will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes of such series will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes of such series; and (ii) in case of any extension of time of payment or renewal of any Notes of such series or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that, upon the occurrence of an Event of Default in payment of principal (or premium, if any) or interest on an applicable series of Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of such Notes of such series, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default with respect to an applicable series of Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes of such series, to collect interest on the Notes of such series, or to enforce or exercise any other right or remedy with respect to the Notes of such series, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(c) With respect to an applicable series of Notes, unless and until the Termination Date (as defined herein) has occurred, or the Guarantor shall be released in accordance with Section 504 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the Guarantor shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes of such series, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the Guarantor waives diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under any series of Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the Guarantor with respect to such obligations (other than the defense that the Termination Date has occurred or the Guarantor has been released in accordance with Section 504 of this Supplemental Indenture). The Guarantor understands and agrees that the Guarantee contained in this Article 5 shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of a particular series of Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the Guarantor has knowledge thereof): (i) the validity, regularity or enforceability of the Notes of such series or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under such series of Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes of such series on the date hereof), (iii) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes of such series, at law, in equity or otherwise) with respect to the Company's obligations under such series of Notes and under the Indenture or (iv) any other circumstance whatsoever (with or without notice to or knowledge of the Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guarantor under the Guarantee contained in this Article 5, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the Guarantor in accordance with Section 504 of this Supplemental Indenture).

(e) The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under an applicable series of Notes guaranteed hereby may be accelerated as provided in Article VI of the Original Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Original Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall remain in full force and effect until all the obligations of the Company under such series of Notes and under the Indenture shall have been satisfied by payment in full (such date, the **"Termination Date").**

(g) The Guarantee by the Guarantor of a series of Notes shall be independent of and shall not be affected by the Guarantee by the Guarantor of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 502 Subrogation. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided, however,* that if an Event of Default has occurred and is continuing with respect to a series of Notes, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the applicable series of Notes shall have been paid in full.

SECTION 503 Reinstatement. Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to such series of Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 504 Release of Guarantee. (a) The Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes of an applicable series, the Indenture and the Guarantee of such series of Notes without any action required on the part of the Trustee or any Holder:

(i) on the Termination Date;

(ii) upon the termination or release of the Company's guarantee of the Guarantor's obligations under the Credit Agreement;

(iii) upon any covenant defeasance or legal defeasance with respect to such series of Notes and the Indenture, or upon the discharge of the Company's obligations with respect to such series of Notes and obligations under the Indenture in accordance with its terms;

(iv) upon (A) the consolidation or merger by the Company with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of the Guarantor; or

(v) upon (A) the consolidation or merger by the Guarantor with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Guarantor, such that the Company ceases to be a subsidiary of the Guarantor.

The release of the Guarantor's Guarantee of an applicable series of Notes hereunder shall be independent of and shall not be affected by the release of the Guarantor's Guarantee of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 505 Execution and Delivery. The Guarantor hereby agrees that the Guarantee of an applicable series of Notes will remain in full force and effect notwithstanding any failure to endorse on each Note of such series a notation of such Guarantee.

ARTICLE 6

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the Guarantees or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions **("Instructions")** given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions **("Authorized Officers")** and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated **with** the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, epidemics or pandemics, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture;

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

For purposes of this Supplemental Indenture and the Notes, Section 2.04 of the Original Indenture is hereby amended as follows:

(a) the Company shall be permitted to execute the Notes by manual, facsimile or electronic signature (so long as such electronic signature is a true representation of the actual signature of such officer); and

(b) the Trustee shall be permitted to authenticate the Notes by manual, facsimile or electronic signature.

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantor and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture, the Notes or the Guarantees and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture, the Notes or the Guarantees in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually, electronically or by facsimile.

EACH OF THE COMPANY, THE GUARANTOR, THE TRUSTEE AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, "Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC., as Issuer

By: /s/ R. Perley McBride
Name: Perley McBride
Title: Executive Vice President & Chief Financial Officer

[*Signature Page to Eighteenth Supplemental Indenture*]

COX COMMUNICATIONS, INC., as Issuer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[*Signature Page to Eighteenth Supplemental Indenture*]

COX ENTERPRISES, INC., as Guarantor

By: /s/ Maria L. Friedman
Name: Maria L. Friedman
Title: Sr. Vice President, Tax and Treasury Services

[*Signature Page to Eighteenth Supplemental Indenture*]

COX ENTERPRISES, INC., as Guarantor

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[*Signature Page to Eighteenth Supplemental Indenture*]

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

By: /s/ Julie Hoffman-Ramos
Name: Julie Hoffman-Ramos
Title: Vice President

[*Signature Page to Eighteenth Supplemental Indenture*]

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CL9

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

1 .800% Notes due 2030

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on October 1, 2030 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from September 17, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing April 1, 2021 at the rate of 1 .800% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March l5 or September 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note *(or* one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "l. 800% Notes due 2030" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eighteenth Supplemental Indenture dated as of September 17, 2020 (the "Eighteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurence of certain events without any action required on the part of the Trustee or any Holder in accordance with the tenns of the Eighteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means July 1, 2030.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Eighteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Eighteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:

Title:

By: _____
Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER -SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 1 44A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN *EACH* OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CM7

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

2.950% Notes due 2050

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on October 1, 2050 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from September 17, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on April I and October I of each year (each, an "Interest Payment Date"), commencing April 1, 2021 at the rate of 2.950% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March l5 or September 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note *(or* one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "2.950% Notes due 2050" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eighteenth Supplemental Indenture dated as of September 17, 2020 (the "Eighteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurence of certain events without any action required on the part of the Trustee or any Holder in accordance with the tenns of the Eighteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means April 1, 2050.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by OTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of OTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Eighteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Eighteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:

Title:

By: _____
Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 AW2

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

1.800% Notes due 2030

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on October 1, 2030 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from September 17, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing April 1, 2021 at the rate of 1.800% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March 15 or September 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "1.800% Notes due 2030" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eighteenth Supplemental Indenture dated as of September 17, 2020 (the "Eighteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Eighteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means July 1, 2030.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of OTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Eighteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Eighteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:

Title:

By: _____
Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee
By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION TN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF THE ISSUANCE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 AX0

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

2.950% Notes due 2050

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on October 1, 2050 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from September 17, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on April 1 and October 1 of each year (each, an "Interest Payment Date"), commencing April 1, 2021 at the rate of 2.950% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March 15 or September 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "2.950% Notes due 2050" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Eighteenth Supplemental Indenture dated as of September 17, 2020 (the "Eighteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Eighteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation ,Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means April 1, 2050.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by OTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of OTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Eighteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Eighteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:

Title:

By: _____
Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the $_____ principal amount of the __% Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328

Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____principal amount of the _____% Notes due 20__ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 50l (a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; *provided* that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the end of the period (the "Resale Restriction Period") from the date of original issuance until (a) the date that is one year after the later of (x) the date of the original issuance of the Notes or (y) the last day on which the Issuer or any of its Affiliates was the owner of the Notes, and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you in promptly writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.16

EXECUTION VERSION

COX COMMUNICATIONS, INC.,

as Issuer

COX ENTERPRISES, INC.,

as Guarantor

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

as Trustee

NINETEENTH SUPPLEMENTAL INDENTURE

Dated of June 2, 2021

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

2.600% Notes due 2031

3.600% Notes due 2051

NINETEENTH SUPPLEMENTAL INDENTURE, dated as of the 2nd day of June, 2021, among COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Company"),** COX ENTERPRISES, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-A Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Guarantor"),** and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, as trustee (the **"Trustee");**

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the **"Original Indenture"** and, as amended by this Supplemental Indenture, the **"Indenture"),** providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the **"Debt Securities"),** unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company's Board of Directors, and the Guarantor, pursuant to appropriate resolutions of the Guarantor's Board of Directors, have duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order (i) to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the **"2.600% Notes due 2031"** in the initial aggregate principal amount of $800,000,000 (the **"2031 Notes")** and the **"3.600% Notes due 2051"** in the initial aggregate principal amount of $700,000,000 (the **"2051 Notes"** and, together with the 2031 Notes, the **"Notes")** and (ii) to establish the terms of, and to provide for the grant of, full and unconditional guarantees (the **"Guarantees")** by the Guarantor of the Company's obligations with respect to the Notes and the Company's obligations under the Indenture in respect thereof;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture and to add guarantees with respect to the Debt Securities of any series;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the Guarantor, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the **"2.600% Notes due 2031"** and the **"3.600% Notes due 2051"** and to provide for the Guarantees in respect thereof and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes of each series, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to each series of Debt Securities (consisting of the Notes) created hereby and the Guarantees in respect thereof, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Additional Notes" has the meaning specified in Section 202 of this Supplemental Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Below Investment Grade Downgrade Event" means, with respect to either series of Notes, the rating on such Notes is lowered in respect of a Change of Control and such Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of such Notes is under publicly announced consideration for possible downgrade by each of the Rating Agencies); *provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation in connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"Capital Stock" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of its and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation) and (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"Change of Control Repurchase Event" means, with respect to either series of Notes, the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to such series of Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Clearstream" means Clearstream Banking, S.A. (formerly Cedelbank).

"Corporate Trust Office" means 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262 or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Cox Descendants" means the lineal descendants of Governor James M. Cox.

"Cox Family Charities" means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"Cox Family Individuals" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"Cox Family Members" means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family Charities; *provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"Cox Family Trusts" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"Credit Agreement" means the Second Amended and Restated Credit Agreement dated as of November 10, 2010, and as amended and restated as of March 28, 2014 and December 13, 2018 (and as may be further amended, supplemented or otherwise modified from time to time), among the Company, the Guarantor, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time party thereto.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Euroclear" means the Euroclear Bank SA/NV.

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

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Guarantee" or **"Guarantees"** has the meaning specified in the recitals hereof.

"Guarantor" has the meaning specified in the first paragraph hereof.

"Holder" and **"Noteholder,"** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Investment Grade Rating" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Issue Date" means June 2, 2021.

"Legend" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning specified in the recitals hereof.

"Permitted Holders" means (a) the Cox Family Members, (b) the Guarantor and its affiliates, including any successor Person to the Guarantor that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"Purchase Agreement" means the Purchase Agreement, dated May 18, 2021, among the Company and J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Rating Agencies" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes of either series publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, which shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

"Redemption Date", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of the Note attached hereto as Exhibits A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means (1) in the case of U.S. Global Notes, the date that is one year after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes of such series and (c) the last date on which the Company or any of its Affiliates were the owner of such Notes (or any predecessor thereof) or, in the case of Regulation S Notes, the date that is 40 days after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes of such series and (c) the date on which such Notes (or any predecessor thereof) were first offered to persons other than distributors (as defined in Rule 902 of Regulation S) in reliance on Regulation S and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibits A-l(i), A-l(ii), A-2(i) or A-2(ii), as applicable, to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"Supplemental Indenture" means this Nineteenth Supplemental Indenture.

"Termination Date" has the meaning set forth in Section 501(f) of this Supplemental Indenture.

"Transfer Restriction Legend" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"U.S. Global Note" means a Global Note in the form of the Note attached hereto as Exhibits A-l(i) or A-l(ii), as applicable, to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary representing Notes sold in reliance on Rule 144A.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 206 hereof amend Section 3.03 of the Original Indenture as set forth in such Section 206; the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7.07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Sections 214 and 215 hereof amend Section 9.01 of the Original Indenture as set forth in such Sections 214 and 215; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 6 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 6.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture and the Guarantees in respect thereof, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The 2031 Notes and 2051 Notes shall be known and designated as the "2.600% Notes due 2031" and the "3.600% Notes due 2051" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $800,000,000 for the 2031 Notes and $700,000,000 for the 2051 Notes, in each case, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2031 Note or 2051 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders of any series of Notes, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes of such series (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes of such series **("Additional Notes");** *provided* that any such Additional Notes (i) may have a different issue date and issue price from other outstanding Notes of such series and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes of such series; *provided further,* that in the event such Additional Notes are not fungible with the applicable Notes issued on the Issue Date for U.S. federal income tax purposes, such Additional Notes will be issued with a separate CUSIP number.

SECTION 203 Stated Maturity. The Stated Maturity of the 2031 Notes shall be June 15, 2031. The Stated Maturity of the 2051 Notes shall be June 15, 2051.

SECTION 204 Interest.

(a) The 2031 Notes shall bear cash interest at the rate of 2.600% per annum from June 2, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2021, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 1 or December 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2051 Notes shall bear cash interest at the rate of 3.600% per annum from June 2, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2021, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 1 or December 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such purpose; *provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any date of Stated Maturity, Redemption Date or Interest Payment Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date. In connection with any redemption, notice of the redemption will be delivered at least 15 days but not more than 60 days prior to the applicable Redemption Date to the Holders of the Notes of such series by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Without limiting the other provisions of Section 3.03 of the Original Indenture, any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent. At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section and the Original Indenture relating to such redemption.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1(i), A-1(ii), A-2(i) or A-2(ii), as applicable.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Distribution Compliance Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures.
Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(ii) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

> "UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.
>
> "TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE NINETEENTH SUPPLEMENT AL INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the **"Transfer Restriction Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), *OR IN THE CASE OF REGULATION* S *GLOBAL NOTES:* 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATIONS) IN RELIANCE ON REGULATIONS, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATIONS GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATIONS TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of such Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend, then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation* S *Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations,

the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.
Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(x) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(y) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term “transfer” encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees *thereof,provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (A) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (B) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (A) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (B) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding.

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee (which shall be deemed to include its officers, directors, employees, and agents) or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an indenture supplemental hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 214 With respect to the Notes, Section 9.0l(f) of the Original Indenture is hereby deleted in its entirety and replaced with "[Reserved]" in lieu thereof.

SECTION 215 With respect to the Notes, the last paragraph of Section 9.01 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

After an amendment under the Indenture becomes effective with respect to the Notes of a particular series, the Company is required to deliver to Holders of the Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, a notice briefly describing such amendment. However, the Company's failure to give such notice to all Holders of the Notes of such series, or any defect in such notice, will not impair or affect the validity of the amendment.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to either series of Notes, each Holder of the Notes of such series will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $1,000 in excess thereof) of such Holder's Notes of such series pursuant to a Change of Control offer (a **"Change of Control Offer")** on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes of such series pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes of such series as described in Section 206. In the Change of Control Offer with respect to either series of Notes, the Company will offer to purchase all of the Notes of such series at a purchase price (the **"Change of Control Purchase Price")** in cash in an amount equal to 101% of the principal amount of such series of Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the **"Change of Control Purchase Date")** (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if such Notes have not been repurchased prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to either series of Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee of such series of Notes and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(1) that a Change of Control Repurchase Event has occurred or may occur with respect to such series of Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 15 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of an applicable series validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 15 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes of such series that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes of such series that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-l under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event with respect to either series of Notes if a third party makes the Change of Control Offer with respect to such series of Notes in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date with respect to either series of Notes, the Company will, to the extent permitted by law:

(1) accept for payment all Notes of such series or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes of such series or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes of such series so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create, incur or assume any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation, incurrence or assumption of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes of such series (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Notes of such series, whether then existing or later created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not permit any Restricted Subsidiary to incur or assume any Indebtedness if immediately after the incurrence or assumption of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

SECTION 501 Guarantee.

(a) The Guarantor hereby fully and unconditionally guarantees the Notes of each series and the obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note of such series authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes of such series will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes of such series will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes of such series; and (ii) in case of any extension of time of payment or renewal of any Notes of such series or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that, upon the occurrence of an Event of Default in payment of principal (or premium, if any) or interest on an applicable series of Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of such Notes of such series, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default with respect to an applicable series of Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes of such series, to collect interest on the Notes of such series, or to enforce or exercise any other right or remedy with respect to the Notes of such series, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(c) With respect to an applicable series of Notes, unless and until the Termination Date (as defined herein) has occurred, or the Guarantor shall be released in accordance with Section 504 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the Guarantor shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes of such series, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the Guarantor waives diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under any series of Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the Guarantor with respect to such obligations (other than the defense that the Termination Date has occurred or the Guarantor has been released in accordance with Section 504 of this Supplemental Indenture). The Guarantor understands and agrees that the Guarantee contained in this Article 5 shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of a particular series of Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the Guarantor has knowledge thereof): (i) the validity, regularity or enforceability of the Notes of such series or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under such series of Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes of such series on the date hereof), (iii) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes of such series, at law, in equity or otherwise) with respect to the Company's obligations under such series of Notes and under the Indenture or (iv) any other circumstance whatsoever (with or without notice to or knowledge of the Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guarantor under the Guarantee contained in this Article 5, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the Guarantor in accordance with Section 504 of this Supplemental Indenture).

(e) The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under an applicable series of Notes guaranteed hereby may be accelerated as provided in Article VI of the Original Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Original Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall remain in full force and effect until all the obligations of the Company under such series of Notes and under the Indenture shall have been satisfied by payment in full (such date, the **"Termination Date").**

(g) The Guarantee by the Guarantor of a series of Notes shall be independent of and shall not be affected by the Guarantee by the Guarantor of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 502 Subrogation. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided, however,* that if an Event of Default has occurred and is continuing with respect to a series of Notes, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the applicable series of Notes shall have been paid in full.

SECTION 503 Reinstatement. Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to such series of Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation_or reorganization of the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 504 Release of Guarantee. (a) The Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes of an applicable series, the Indenture and the Guarantee of such series of Notes without any action required on the part of the Trustee or any Holder:

(i) on the Termination Date;

(ii) upon the termination or release of the Company's guarantee of the Guarantor's obligations under the Credit Agreement;

(iii) upon any covenant defeasance or legal defeasance with respect to such series of Notes and the Indenture, or upon the discharge of the Company's obligations with respect to such series of Notes and obligations under the Indenture in accordance with its terms;

(iv) upon (A) the consolidation or merger by the Company with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of the Guarantor; or

(v) upon (A) the consolidation or merger by the Guarantor with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Guarantor, such that the Company ceases to be a subsidiary of the Guarantor.

The release of the Guarantor's Guarantee of an applicable series of Notes hereunder shall be independent of and shall not be affected by the release of the Guarantor's Guarantee of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 505 Execution and Delivery. The Guarantor hereby agrees that the Guarantee of an applicable series of Notes will remain in full force and effect notwithstanding any failure to endorse on each Note of such series a notation of such Guarantee.

ARTICLE 6

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the Guarantees or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions **("Instructions")** given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions **("Authorized Officers")** and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission oflnstructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, epidemics or pandemics, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture;

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

For purposes of this Supplemental Indenture and the Notes, Section 2.04 of the Original Indenture is hereby amended as follows:

(a) the Company shall be permitted to execute the Notes by manual, facsimile or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof); and

(b) the Trustee shall be permitted to authenticate the Notes by manual, facsimile or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof).

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantor and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture, the Notes or the Guarantees and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture, the Notes or the Guarantees in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually, electronically or by facsimile.

EACH OF THE COMPANY, THE GUARANTOR, THE TRUSTEE AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, "Applicable Tax Law") that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC., as Issuer

By: /s/ Perley McBride
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[*Signature Page to Nineteenth Supplemental Indenture*]

COX ENTERPRISES, INC., as Guarantor

By: /s/ Maria L. Friedman
Name: Maria L. Friedman
Title: Senior Vice President, Tax and Treasury Services

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[*Signature Page to Nineteenth Supplemental Indenture*]

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

By: /s/ Julie Hoffman-Ramos
Name: Julie Hoffman-Ramos
Title: Vice President

[*Signature Page to Nineteenth Supplemental Indenture*]

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-US. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-US. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CN5

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

2.600% Notes due 2031

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [] ($) on June 15, 2031 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 2, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing December 15, 2021 at the rate of 2.600% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "2.600% Notes due 2031" (the "Notes"), initially limited to an aggregate principal amount of $800,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Nineteenth Supplemental Indenture dated as of June 2, 2021 (the "Nineteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Nineteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 15 basis points, plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means March 15, 2031.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Nineteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Nineteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premimn, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 prernium, if any, and interest on this Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:

Title:

By: _____
Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-US. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-US. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CPO

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.600% Notes due 2051

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 15, 2051 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 2, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing December 15, 2021 at the rate of 3.600% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.600% Notes due 2051" (the "Notes"), initially limited to an aggregate principal amount of $700,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Nineteenth Supplemental Indenture dated as of June 2, 2021 (the "Nineteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Nineteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means December 15, 2050.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Nineteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Nineteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTIOIN IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATIONS) IN RELIANCE ON REGULATIONS, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No.R-
CUSIP No. U22018 AY8

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

2.600% Notes due 2031

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 15, 2031 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 2, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing December 15, 2021 at the rate of 2.600% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "2.600% Notes due 2031" (the "Notes"), initially limited to an aggregate principal amount of $800,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Nineteenth Supplemental Indenture dated as of June 2, 2021 (the "Nineteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Nineteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 15 basis points, plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means March 15, 2031.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Nineteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Nineteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or **type name and address (including zip code) of assignee:**

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY] [TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS1 APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No.R-
CUSIP No. U22018 AZ5

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

3.600% Notes due 2051

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 15, 2051 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 2, 2021 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing December 15, 2021 at the rate of 3.600% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "3.600% Notes due 2051" (the "Notes"), initially limited to an aggregate principal amount of $700,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Nineteenth Supplemental Indenture dated as of June 2, 2021 (the "Nineteenth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Nineteenth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company at any time, in whole or in part, at a Redemption Price equal to the greater of (i) 100% of the principal amount of this Note to be redeemed and (ii) the sum, as determined by the Quotation Agent, of the present values of the principal amount of this Note to be redeemed and the remaining scheduled payments of interest on the principal amount of this Note to be redeemed (assuming that this Note matured on the Par Call Date), exclusive of interest accrued to the Redemption Date, in each case, discounted from their respective scheduled payment dates to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 20 basis points, plus, in each case, accrued and unpaid interest thereon to, but not including, the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole at any time or in part from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

"Comparable Treasury Issue" means, with respect to this Note subject to redemption, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining life of this Note to be redeemed (assuming that this Note matured on the Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity with the remaining life of this Note to be redeemed (assuming, for this purpose, that this Note matured on the Par Call Date).

"Comparable Treasury Price" means, with respect to any Redemption Date, the average of five Reference Treasury Dealer Quotations for such Redemption Date, after excluding the highest and lowest of such Reference Treasury Dealer Quotations, or, if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

"Par Call Date" means December 15, 2050.

"Quotation Agent" means the Reference Treasury Dealer appointed by the Company.

"Reference Treasury Dealer" means, -with respect to any Redemption Date, (i) J.P. Morgan Securities LLC, RBC Capital Markets, LLC and Wells Fargo Securities, LLC and each of their respective successors and (ii) two other nationally recognized investment banking firms (or their respective affiliates) that the Company selects in connection with such Redemption Date, and each of their respective successors; *provided, however,* that if any of the foregoing shall cease to be a U.S. government securities dealer in the United States (a "Primary Treasury Dealer"), the Company will substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue, expressed in each case as a percentage of its principal amount, quoted in writing to the Quotation Agent by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the rate per annum equal to the semi-annual or equivalent yield to maturity or interpolated (on a day-count basis) of the Comparable Treasury Issue, calculated on the third Business Day preceding such Redemption Date using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such Redemption Date.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Notice of any redemption will be delivered at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity. This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Nineteenth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Nineteenth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date:

COX COMMUNICATIONS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the $_____ Principal amount of the _____ % Notes due 20 _____ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $_____ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company, Cox Enterprises, Inc. or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328
Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $_____ principal amount of the_____% Notes due 20_____(the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 50l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 50l(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; *provided* that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the date (the "Resale Restriction Termination Date") that is (a) one year after the latest of (x) the original issue date of the Notes, (y) the original issue date of any Additional Notes (as defined in the indenture governing the Notes) and (z) the last date on which the Issuer or any of its Affiliates were the owner of such Notes (or any predecessor thereof), and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

(Name of Purchaser)

By:

Name:
Title
Address:

Exhibit 4.17

EXECUTION VERSION

COX COMMUNICATIONS, INC.,

as Issuer

COX ENTERPRISES, INC.,

as Guarantor

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

as Trustee

TWENTIETH SUPPLEMENTAL INDENTURE

Dated as of June 20, 2023

Supplement to Indenture
Dated as of June 27, 1995

Creating two series of Debt Securities designated

5.450% Notes due 2028

5.700% Notes due 2033

TWENTIETH SUPPLEMENTAL INDENTURE, dated as of the 20th day of June, 2023, among COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Company"),** COX ENTERPRISES, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-A Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Guarantor"),** and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, as trustee (the **"Trustee");**

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the **"Original Indenture"** and, as amended by this Supplemental Indenture, the **"Indenture"),** providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the **"Debt Securities"),** unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company's Board of Directors, and the Guarantor, pursuant to appropriate resolutions of the Guarantor's Board of Directors, have duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the **"5.450% Notes due 2028"** in the initial aggregate principal amount of $500,000,000 (the **"2028 Notes")** and the **"5.700% Notes due 2033"** in the initial aggregate principal amount of $500,000,000 (the **"2033 Notes"** and, together with the 2028 Notes, the **"Notes")** and (ii) to establish the terms of, and to provide for the grant of, full and unconditional guarantees (the **"Guarantees")** by the Guarantor of the Company's obligations with respect to the Notes and the Company's obligations under the Indenture in respect thereof;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture and to add guarantees with respect to the Debt Securities of any series;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the Guarantor, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the **"5.450% Notes due 2028"** and the **"5.700% Notes due 2033"** and to provide for the Guarantees in respect thereof and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes of each series, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to each series of Debt Securities (consisting of the Notes) created hereby and the Guarantees in respect thereof, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Additional Notes" has the meaning specified in Section 202 of this Supplemental Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Below Investment Grade Downgrade Event" means, with respect to either series of Notes, the rating on such Notes is lowered in respect of a Change of Control and such Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of such Notes is under publicly announced consideration for possible downgrade by each of the Rating Agencies); *provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation in connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"Capital Stock" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of its and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation) and (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"Change of Control Repurchase Event" means, with respect to either series of Notes, the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to such series of Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Clearstream" means Clearstream Banking, S.A. (formerly Cedelbank).

"Corporate Trust Office" means 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262 or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Cox Descendants" means the lineal descendants of Governor James M. Cox.

"Cox Family Charities" means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"Cox Family Individuals" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"Cox Family Members" means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family *Charities;provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"Cox Family Trusts" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"Credit Agreement" means the Third Amended and Restated Credit Agreement dated as of November 10, 2010, and as amended and restated as of March 28, 2014, December 13, 2018 and November 4, 2021, and further amended as of March 1, 2023 (and as may be further amended, supplemented or otherwise modified from time to time), among the Company, the Guarantor, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time party thereto.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Euroclear" means the Euroclear Bank SA/NV.

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

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Guarantee" or "Guarantees" has the meaning specified in the recitals hereof.

"Guarantor" has the meaning specified in the first paragraph hereof.

"Holder" and **"Noteholder,"** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Investment Grade Rating" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Issue Date" means June 20, 2023.

"Legend" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning specified in the recitals hereof.

"Permitted Holders" means (a) the Cox Family Members, (b) the Guarantor and its affiliates, including any successor Person to the Guarantor that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"Purchase Agreement" means the Purchase Agreement, dated June 12, 2023, among the Company and J.P. Morgan Securities LLC, Citigroup Global Markets Inc., MUFG Securities Americas Inc. and Wells Fargo Securities, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Rating Agencies" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes of either series publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, which shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

"Redemption Date", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of the Note attached hereto as Exhibits A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means (1) in the case of U.S. Global Notes, the date that is one year after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes of such series and (c) the last date on which the Company or any of its Affiliates were the owner of such Notes (or any predecessor thereof) or, in the case of Regulation S Notes, the date that is 40 days after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes of such series and (c) the date on which such Notes (or any predecessor thereof) were first offered to persons other than distributors (as defined in Rule 902 of Regulation S) in reliance on Regulation S and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibits A-l(i), A-l(ii), A-2(i) or A-2(ii), as applicable, to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"Supplemental Indenture" means this Twentieth Supplemental Indenture.

"Termination Date" has the meaning set forth in Section 501(f) of this Supplemental Indenture.

"Transfer Restriction Legend" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"U.S. Global Note" means a Global Note in the form of the Note attached hereto as Exhibits A-l(i) or A-l(ii), as applicable, to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 206 hereof amend Section 3.03 of the Original Indenture as set forth in such Section 206; the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7.07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Sections 214 and 215 hereof amend Section 9.01 of the Original Indenture as set forth in such Sections 214 and 215; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 6 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 6.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture and the Guarantees in respect thereof, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The 2028 Notes and 2033 Notes shall be known and designated as the "5.450% Notes due 2028" and the "5.700% Notes due 2033" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $500,000,000 for the 2028 Notes and $500,000,000 for the 2033 Notes, in each case, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2028 Note or 2033 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders of any series of Notes, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes of such series (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes of such series **("Additional Notes");** *provided* that any such Additional Notes (i) may have a different issue date and issue price from other outstanding Notes of such series and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes of such series; *provided further,* that any such any such Additional Notes are not fungible with the applicable Notes issued on the Issue Date for U.S. federal income tax purposes, such Additional Notes will be issued with a separate CUSIP number.

SECTION 203 Stated Maturity. The Stated Maturity of the 2028 Notes shall be September 15, 2028. The Stated Maturity of the 2033 Notes shall be June 15, 2033.

SECTION 204 Interest.

(a) The 2028 Notes shall bear cash interest at the rate of 5.450% per annum from June 20, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on March 15 and September 15 of each year, beginning on September 15, 2023, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding March 1 or September 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2033 Notes shall bear cash interest at the rate of 5.700% per annum from June 20, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on June 15 and December 15 of each year, beginning on December 15, 2023, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June 1 or December 1, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such purpose; *provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any date of Stated Maturity, Redemption Date or Interest Payment Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date. In connection with any redemption, notice of the redemption will be delivered at least 10 days but not more than 60 days prior to the applicable Redemption Date to the Holders of the Notes of such series by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Without limiting the other provisions of Section 3.03 of the Original Indenture, any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent. At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section and the Original Indenture relating to such redemption.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-l(i), A-l(ii), A-2(i) or A-2(ii), as applicable.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Distribution Compliance Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(i) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the **"Transfer Restriction Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), *OR IN THE CASE OF REGULATION* S *GLOBAL NOTES:* 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATIONS GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATION S TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of such Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation S Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(x) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(y) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, *provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (A) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (B) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (A) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (B) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding.

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee (which shall be deemed to include its officers, directors, employees, and agents) or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an indenture supplemental hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 214 With respect to the Notes, Section 9.0l (f) of the Original Indenture is hereby deleted in its entirety and replaced with "[Reserved]" in lieu thereof.

SECTION 215 With respect to the Notes, the last paragraph of Section 9.01 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

After an amendment under the Indenture becomes effective with respect to the Notes of a particular series, the Company is required to deliver to Holders of the Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, a notice briefly describing such amendment. However, the Company's failure to give such notice to all Holders of the Notes of such series, or any defect in such notice, will not impair or affect the validity of the amendment.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to either series of Notes, each Holder of the Notes of such series will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $1,000 in excess thereof) of such Holder's Notes of such series pursuant to a Change of Control offer (a **"Change of Control Offer")** on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes of such series pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes of such series as described in Section 206. In the Change of Control Offer with respect to either series of Notes, the Company will offer to purchase all of the Notes of such series at a purchase price (the **"Change of Control Purchase Price")** in cash in an amount equal to 101% of the principal amount of such series of Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the **"Change of Control Purchase Date")** (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if such Notes have not been repurchased prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to either series of Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee of such series of Notes and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(1) that a Change of Control Repurchase Event has occurred or may occur with respect to such series of Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 15 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of an applicable series validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 15 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes of such series that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes of such series that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-l under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event with respect to either series of Notes if a third party makes the Change of Control Offer with respect to such series of Notes in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date with respect to either series of Notes, the Company will, to the extent permitted by law:

(1) accept for payment all Notes of such series or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes of such series or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes of such series so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create, incur or assume any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation, incurrence or assumption of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes of such series (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Notes of such series, whether then existing or later created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not permit any Restricted Subsidiary to incur or assume any Indebtedness if immediately after the incurrence or assumption of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

SECTION 501 Guarantee.

(a) The Guarantor hereby fully and unconditionally guarantees the Notes of each series and the obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note of such series authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes of such series will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes of such series will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes of such series; and (ii) in case of any extension of time of payment or renewal of any Notes of such series or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that, upon the occurrence of an Event of Default in payment of principal (or premium, if any) or interest on an applicable series of Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of such Notes of such series, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default with respect to an applicable series of Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes of such series, to collect interest on the Notes of such series, or to enforce or exercise any other right or remedy with respect to the Notes of such series, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(c) With respect to an applicable series of Notes, unless and until the Termination Date (as defined herein) has occurred, or the Guarantor shall be released in accordance with Section 504 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the Guarantor shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes of such series, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the Guarantor waives diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under any series of Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the Guarantor with respect to such obligations (other than the defense that the Termination Date has occurred or the Guarantor has been released in accordance with Section 504 of this Supplemental Indenture). The Guarantor understands and agrees that the Guarantee contained in this Article 5 shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of a particular series of Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the Guarantor has knowledge thereof): (i) the validity, regularity or enforceability of the Notes of such series or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under such series of Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes of such series on the date hereof), (iii) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes of such series, at law, in equity or otherwise) with respect to the Company's obligations under such series of Notes and under the Indenture or (iv) any other circumstance whatsoever (with or without notice to or knowledge of the Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guarantor under the Guarantee contained in this Article 5, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the Guarantor in accordance with Section 504 of this Supplemental Indenture).

(e) The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under an applicable series of Notes guaranteed hereby may be accelerated as provided in Article VI of the Original Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Original Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall remain in full force and effect until all the obligations of the Company under such series of Notes and under the Indenture shall have been satisfied by payment in full (such date, the **"Termination Date").**

(g) The Guarantee by the Guarantor of a series of Notes shall be independent of and shall not be affected by the Guarantee by the Guarantor of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 502 Subrogation. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided, however;* that if an Event of Default has occurred and is continuing with respect to a series of Notes, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the applicable series of Notes shall have been paid in full.

SECTION 503 Reinstatement. Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to such series of Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 504 Release of Guarantee. (a) The Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes of an applicable series, the Indenture and the Guarantee of such series of Notes without any action required on the part of the Trustee or any Holder:

(i) on the Termination Date;

(ii) upon the termination or release of the Company's guarantee of the Guarantor's obligations under the Credit Agreement;

(iii) upon any covenant defeasance or legal defeasance with respect to such series of Notes and the Indenture, or upon the discharge of the Company's obligations with respect to such series of Notes and obligations under the Indenture in accordance with its terms;

(iv) upon (A) the consolidation or merger by the Company with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of the Guarantor; or

(v) upon (A) the consolidation or merger by the Guarantor with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Guarantor, such that the Company ceases to be a subsidiary of the Guarantor.

The release of the Guarantor's Guarantee of an applicable series of Notes hereunder shall be independent of and shall not be affected by the release of the Guarantor's Guarantee of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 505 Execution and Delivery. The Guarantor hereby agrees that the Guarantee of an applicable series of Notes will remain in full force and effect notwithstanding any failure to endorse on each Note of such series a notation of such Guarantee.

ARTICLE 6

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the Guarantees or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions **("Instructions")** given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions **("Authorized Officers")** and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, epidemics or pandemics, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture;

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

For purposes of this Supplemental Indenture and the Notes, Section 2.04 of the Original Indenture is hereby amended as follows:

(a) the Company shall be permitted to execute the Notes by manual, facsimile or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof); and

(b) the Trustee shall be permitted to authenticate the Notes by manual, facsimile or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof).

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantor and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture, the Notes or the Guarantees and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture, the Notes or the Guarantees in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually, electronically or by facsimile.

EACH OF THE COMPANY, THE GUARANTOR, THE TRUSTEE AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, **"Applicable Tax Law")** that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC.,
as Issuer

By: /s/ Perley McBride
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[*Signature Page to Twentieth Supplemental Indenture*]

COX ENTERPRISES, INC.,
as Guarantor

By: /s/ Maria L. Friedman
Name: Maria L. Friedman
Title: Executive Vice President, Finance

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Senior Vice President, Corporate Finance & Treasurer

[*Signature Page to Twentieth Supplemental Indenture*]

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

By: /s/ Ann M. Dolezal
Name: Ann M. Dolezal
Title: Vice President

[*Signature Page to Twentieth Supplemental Indenture*]

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CR6

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.450% Notes due 2028

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 15, 2028 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 20, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 15 and September 15 of each year (each, an "Interest Payment Date"), commencing September 15, 2023 at the rate of 5.450% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.450% Notes due 2028" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twentieth Supplemental Indenture dated as of June 20, 2023 (the "Twentieth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twentieth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus,jn either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means August 15, 2028.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) (H.15) under the caption "U.S. government securities – Treasury constant maturities – Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the — two yields one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life —and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twentieth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twentieth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: June 20, 2023

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____

_____

_____

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing_____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREE; TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. 224044 CS4

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.700% Notes due 2033

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 15, 2033 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 20, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing December 15, 2023 at the rate of 5.700% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.700% Notes due 2033" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twentieth Supplemental Indenture dated as of June 20, 2023 (the "Twentieth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twentieth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means March 15, 2033.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) (H.15) under the caption "U.S. government securities – Treasury constant maturities – Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twentieth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twentieth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: June 20, 2023

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____

_____

_____

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF **(1)** REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 BA9

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.450% Notes due 2028

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 15, 2028 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 20, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 15 and September 15 of each year (each, an "Interest Payment Date"), commencing September 15, 2023 at the rate of 5.450% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be March 1 or September 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.450% Notes due 2028" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twentieth Supplemental Indenture dated as of June 20, 2023 (the "Twentieth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twentieth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus,jn either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means August 15, 2028.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) (H.15) under the caption "U.S. government securities – Treasury constant maturities – Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twentieth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twentieth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: June 20, 2023

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____

_____

_____

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing_____attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF **(1)** REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. R-
CUSIP No. U22018 BB7

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.700% Notes due 2033

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on June 15, 2033 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from June 20, 2023 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing December 15, 2023 at the rate of 5.700% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.700% Notes due 2033" (the "Notes"), initially limited to an aggregate principal amount of $500,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twentieth Supplemental Indenture dated as of June 20, 2023 (the "Twentieth Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twentieth Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means March 15, 2033.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) (H.15) under the caption "U.S. government securities – Treasury constant maturities – Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twentieth Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twentieth Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: June 20, 2023

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____

_____

_____

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the principal amount of the $_____principal amount of the_____% Notes due 20_____ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to

$principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company, Cox Enterprises, Inc. or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328
Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $ _____ principal amount of the _____% Notes due 20__ _____(the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 50 l(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; *provided* that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the date (the "Resale Restriction Termination Date") that is (a) one year after the latest of (x) the original issue date of the Notes, (y) the original issue date of any Additional Notes (as defined in the indenture governing the Notes) and (z) the last date on which the Issuer or any of its Affiliates were the owner of such Notes (or any predecessor thereof), and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

_____
(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.18

COX COMMUNICATIONS, INC.,

as Issuer

COX ENTERPRISES, INC.,

as Guarantor

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

as Trustee

TWENTY-FIRST SUPPLEMENTAL INDENTURE

Dated as of January 19, 2024

Supplement to Indenture

Dated as of June 27, 1995

Creating a series of Debt Securities designated

5.800% Notes due 2053

TWENTY-FIRST SUPPLEMENTAL INDENTURE, dated as of the 19th day of January, 2024, among COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Company"**), COX ENTERPRISES, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-A Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Guarantor"),** and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, as trustee (the **"Trustee"**);

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the **"Original Indenture"** and, as amended by this Supplemental Indenture, the **"Indenture"**), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the **"Debt Securities"**), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company's Board of Directors, and the Guarantor, pursuant to appropriate resolutions of the Guarantor's Board of Directors, have duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and *to* provide for the creation and issuance of, a new series of Debt Securities designated as the **"5.800% Notes due 2053"** in the initial aggregate principal amount of $850,000,000 (the **"Notes"**) and (ii) to establish the terms of, and to provide for the grant of, full and unconditional guarantee (the **"Guarantee"**) by the Guarantor of the Company's obligations with respect to the Notes and the Company's obligations under the Indenture in respect thereof;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture and to add guarantees with respect to the Debt Securities of any series;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the Guarantor, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the **"5.800% Notes due 2053"** and to provide for the Guarantee in respect thereof and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to the Debt Securities (consisting of the Notes) created hereby and the Guarantee in respect thereof, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Additional Notes" has the meaning specified in Section 202 of this Supplemental Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Below Investment Grade Downgrade Event" means the rating on the Notes is lowered in respect of a Change of Control and such Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of the Notes is under publicly announced consideration for possible downgrade by each of the Rating Agencies); *provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation in connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"Capital Stock" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of its and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation) and (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"Change of Control Repurchase Event" means the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to the Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Clearstream" means Clearstream Banking, S.A. (formerly Cedelbank).

"Corporate Trust Office'" means 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262 or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Cox Descendants" means the lineal descendants of Governor James M. Cox.

"Cox Family Charities" means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"Cox Family Individuals" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"Cox Family Members" means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family Charities; *provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"Cox Family Trusts" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"Credit Agreement" means the Third Amended and Restated Credit Agreement dated as of November 10, 2010, and as amended and restated as of March 28, 2014, December 13, 2018 and November 4, 2021, and further amended as of March 1, 2023 (and as may be further amended, supplemented or otherwise modified from time to time), among the Company, the Guarantor, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time party thereto.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Euroclear" means the Euroclear Bank SA/NV.

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

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Guarantee" has the meaning specified in the recitals hereof.

"Guarantor" has the meaning specified in the first paragraph hereof.

"Holder" and **"Noteholder,"** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 50l(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Investment Grade Rating" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Issue Date" means January 19, 2024.

"Legend" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning specified in the recitals hereof.

"Permitted Holders" means (a) the Cox Family Members, (b) the Guarantor and its affiliates, including any successor Person to the Guarantor that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"Purchase Agreement" means the Purchase Agreement, dated January 16, 2024, among the Company and J.P. Morgan Securities LLC, Barclays Capital Inc., Mizuho Securities USA LLC and RBC Capital Markets, LLC, acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Rating Agencies" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, which shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

"Redemption Date", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of the Note attached hereto as Exhibit A-2 and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2 and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means (1) in the case of U.S. Global Notes, the date that is one year after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes and (c) the last date on which the Company or any of its Affiliates were the owner of such Notes (or any predecessor thereof) or, in the case of Regulation S Notes, the date that is 40 days after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes and (c) the date on which such Notes (or any predecessor thereof) were first offered to persons other than distributors (as defined in Rule 902 of Regulation S) in reliance on Regulation S and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the forms of Notes attached as Exhibits A-1 and A-2, as applicable, to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"Supplemental Indenture" means this Twenty-First Supplemental Indenture.

"Termination Date" has the meaning set forth in Section 501(f) of this Supplemental Indenture.

"Transfer Restriction Legend" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"U.S. Global Note" means a Global Note in the form of the Note attached hereto as Exhibit A-1 to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 206 hereof amend Section 3.03 of the Original Indenture as set forth in such Section 206; the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7.07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Sections 214 and 215 hereof amend Section 9.01 of the Original Indenture as set forth in such Sections 214 and 215; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 6 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 6.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture and the Guarantee in respect thereof, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The Notes shall be known and designated as the "5.800% Notes due 2053" of the Company.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $850,000,000, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders of the Notes, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes (**"Additional Notes"**); *provided* that any such Additional Notes (i) may have a different issue date and issue price from other outstanding Notes and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes; *provided further,* that any such any such Additional Notes are not fungible with the applicable Notes issued on the Issue Date for U.S. federal income tax purposes, such Additional Notes will be issued with a separate CUSIP number.

SECTION 203 Stated Maturity. The Stated Maturity of the Notes shall be December 15, 2053.

SECTION 204 Interest. The Notes shall bear cash interest at the rate of 5.800% per annum from January 19, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on June 15 and December 15 of each year, beginning on June 15, 2024, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding June I or December **1,** as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such purpose; *provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any date of Stated Maturity, Redemption Date or Interest Payment Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. The Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date. In connection with any redemption, notice of the redemption will be delivered at least 10 days but not more than 60 days prior to the applicable Redemption Date to the Holders of the Notes by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Without limiting the other provisions of Section 3.03 of the Original Indenture, any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent. At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section and the Original Indenture relating to such redemption.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A-1 and A-2, as applicable.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Distribution Compliance Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof).

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(i) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

"TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-FIRST SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e) will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the **"Transfer Restriction Legend")** in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), *OR IN THE CASE OF REGULATION S GLOBAL NOTES:* 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATIONS GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATION S TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDUE THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of such Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation S Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B-1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(x) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(y) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term “transfer” encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees *thereof, provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (A) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (B) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (A) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (B) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding.

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee (which shall be deemed to include its officers, directors, employees, and agents) or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

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

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an indenture supplemental hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 214 With respect to the Notes, Section 9.01(f) of the Original Indenture is hereby deleted in its entirety and replaced with "[Reserved]" in lieu thereof.

SECTION 215 With respect to the Notes, the last paragraph of Section 9.01 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

After an amendment under the Indenture becomes effective with respect to the Notes of a particular series, the Company is required to deliver to Holders of the Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, a notice briefly describing such amendment. However, the Company's failure to give such notice to all Holders of the Notes of such series, or any defect in such notice, will not impair or affect the validity of the amendment.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to the Notes, each Holder of Notes will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $1,000 in excess thereof) of such Holder's Notes pursuant to a Change of Control offer (a **"Change of Control Offer")** on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes as described in Section 206. In the Change of Control Offer with respect to the Notes, the Company will offer to purchase all of the Notes at a purchase price (the **"Change of Control Purchase Price")** in cash in an amount equal to 101% of the principal amount of the Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the **"Change of Control Purchase Date")** (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if such Notes have not been repurchased prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to the Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee of the Notes and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(l) that a Change of Control Repurchase Event has occurred or may occur with respect to the Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 15 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 15 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event with respect to the Notes if a third party makes the Change of Control Offer with respect to the Notes in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date with respect to the Notes, the Company will, to the extent permitted by law:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create, incur or assume any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation, incurrence or assumption of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes (together with, if the Company shall *so* determine, any other Indebtedness ranking equally with the Notes, whether then existing or later created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes remain Outstanding, the Company will not permit any Restricted Subsidiary to incur or assume any Indebtedness if immediately after the incurrence or assumption of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

SECTION 501 Guarantee.

(a) The Guarantor hereby fully and unconditionally guarantees the Notes and the obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes; and (ii) in case of any extension of time of payment or renewal of any Notes or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that, upon the occurrence of an Event of Default in payment of principal (or premium, if any) or interest on the Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of Notes, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default with respect to the Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes, to collect interest on the Notes, or to enforce or exercise any other right or remedy with respect to the Notes, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(c) With respect to the Notes, unless and until the Termination Date (as defined herein) has occurred, or the Guarantor shall be released in accordance with Section 504 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the Guarantor shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the Guarantor waives diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under the Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the Guarantor with respect to such obligations (other than the defense that the Termination Date has occurred or the Guarantor has been released in accordance with Section 504 of this Supplemental Indenture). The Guarantor understands and agrees that the Guarantee contained in this Article 5 shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of the Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the Guarantor has knowledge thereof): (i) the validity, regularity or enforceability of the Notes or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under the Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes on the date hereof), (iii) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes, at law, in equity or otherwise) with respect to the Company's obligations under the Notes and under the Indenture or (iv) any other circumstance whatsoever (with or without notice to or knowledge of the Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guarantor under the Guarantee contained in this Article 5, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the Guarantor in accordance with Section 504 of this Supplemental Indenture).

(e) The Guarantor further agrees that**,** as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under the Notes guaranteed hereby may be accelerated as provided in Article VI of the Original Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Original Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) Subject to Section 504 of this Supplemental Indenture, the Guarantee of the Notes contained in this Article 5 shall remain in full force and effect until all the obligations of the Company under the Notes and under the Indenture shall have been satisfied by payment in full (such date, the **"Termination Date").**

(g) The Guarantee by the Guarantor of the Notes shall be independent of and shall not be affected by the Guarantee by the Guarantor of any other Debt Securities issued under the Indenture.

SECTION 502 Subrogation. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided, however,* that if an Event of Default has occurred and is continuing with respect to the Notes, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the Notes shall have been paid in full.

SECTION 503 Reinstatement. Subject to Section 504 of this Supplemental Indenture, the Guarantee of the Notes contained in this Article 5 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to of the Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 504 Release of Guarantee. (a) The Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes, the Indenture and the Guarantee of the Notes without any action required on the part of the Trustee or any Holder:

(i) on the Termination Date;

(ii) upon the termination or release of the Company's guarantee of the Guarantor's obligations under the Credit Agreement;

(iii) upon any covenant defeasance or legal defeasance with respect to the Notes and the Indenture, or upon the discharge of the Company's obligations with respect to the Notes and obligations under the Indenture in accordance with its terms;

(iv) upon (A) the consolidation or merger by the Company with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of the Guarantor; or

(v) upon (A) the consolidation or merger by the Guarantor with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Guarantor, such that the Company ceases to be a subsidiary of the Guarantor.

The release of the Guarantor's Guarantee of the Notes hereunder shall be independent of and shall not be affected by the release of the Guarantor's Guarantee of any other Debt Securities issued under the Indenture.

SECTION 505 Execution and Delivery. The Guarantor hereby agrees that the Guarantee of the Notes will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Guarantee.

ARTICLE 6

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the Guarantee or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions **("Instructions")** given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions **("Authorized Officers")** and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, epidemics or pandemics, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture;

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

For purposes of this Supplemental Indenture and the Notes, Section 2.04 of the Original Indenture is hereby amended as follows:

(a) the Company shall be permitted to execute the Notes by manual, facsimile or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof); and

(b) the Trustee shall be permitted to authenticate the Notes by manual, facsimile or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof).

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantor and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture, the Notes or the Guarantee and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture, the Notes or the Guarantee in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually, electronically or by facsimile.

EACH OF THE COMPANY, THE GUARANTOR, THE TRUSTEE AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, **"Applicable Tax Law")** that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC., as Issuer

By: /s/ Perley McBride
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

COX ENTERPRISES, INC., as Guarantor

By: /s/ Maria L. Friedman
Name: Maria L. Friedman
Title: Executive Vice President, Finance

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Senior Vice President, Corporate Finance & Treasurer

[*Signature Page to Twenty-First Supplemental Indenture*]

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

By: /s/ Michael C. Jenkins
Name: Michael C. Jenkins
Title: Vice President

[*Signature Page to Twenty-First Supplemental Indenture*]

EXHIBIT A-1

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-FIRST SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. 224044 CT2

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.800% Notes due 2053

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on December 15, 2053 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from January 19, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing June 15, 2024 at the rate of 5.800% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December 1 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.800% Notes due 2053" (the "Notes"), initially limited to an aggregate principal amount of $850,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twenty-First Supplemental Indenture dated as of January 19, 2024 (the "Twenty-First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twenty-First Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means June 15, 2053.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) (H.15) under the caption "U.S. government securities– Treasury constant maturities– Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields — one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life — and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Twenty-First Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twenty-First Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: January 19, 2024

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____

_____

_____

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT A-2

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER'' AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-FIRST SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. U22018 BC5

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.800% Notes due 2053

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on December 15, 2053 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from January 19, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 of each year (each, an "Interest Payment Date"), commencing June 15, 2024 at the rate of 5.800% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be June 1 or December l (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.800% Notes due 2053" (the "Notes"), initially limited to an aggregate principal amount of $850,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twenty-First Supplemental Indenture dated as of January 19, 2024 (the "Twenty-First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twenty-First Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means June 15, 2053.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) — H.15" (or any successor designation or publication) (H.15) under the caption "U.S. government securities– Treasury constant maturities– Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields — one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life ____ and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 40l(b) of the Twenty-First Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twenty-First Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual, facsimile or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual, facsimile or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed, manually or by facsimile.

Date: January 19, 2024

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____

_____

_____

_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

_____

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the principal amount of the $ _____ principal amount of the _____ % Notes due 20 _____ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company, Cox Enterprises, Inc. or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328
Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attention: Corporate Trust Office

Dear Sirs:

We are delivering this letter in connection with the proposed transfer of $ _____ principal amount of the ___ % Notes due 20 _____(the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 501(a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 501(a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; *provided* that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the date (the "Resale Restriction Termination Date") that is (a) one year after the latest of (x) the original issue date of the Notes, (y) the original issue date of any Additional Notes (as defined in the indenture governing the Notes) and (z) the last date on which the Issuer or any of its Affiliates were the owner of such Notes (or any predecessor thereof), and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

_____
(Name of Purchaser)

By: _____
Name:
Title:
Address:

Exhibit 4.19

Execution Version

COX COMMUNICATIONS, INC.,

as Issuer

COX ENTERPRISES, INC.,

as Guarantor

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

as Trustee

TWENTY-SECOND SUPPLEMENTAL INDENTURE

Dated as of August 20, 2024

Supplement to Indenture

Dated as of June 27, 1995

Creating two series of Debt Securities designated

5.450% Notes due 2034

5.950% Notes due 2054

TWENTY-SECOND SUPPLEMENTAL INDENTURE, dated as of the 20th day of August, 2024, among COX COMMUNICATIONS, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-B Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Company"),** COX ENTERPRISES, INC., a corporation existing under the laws of the State of Delaware, having its principal executive office located at 6205-A Peachtree Dunwoody Road, NE, Atlanta, Georgia 30328 (the **"Guarantor"),** and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, having a designated corporate trust office located at 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262, as trustee (the **"Trustee");**

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of June 27, 1995 (the "**Original Indenture**" and, as amended by this Supplemental Indenture, the "**Indenture**"), providing for the issuance by the Company from time to time of its debentures, notes, bonds or other evidences of indebtedness (in the Original Indenture and herein called the "**Debt Securities**"), unlimited as to principal amount, to be issued in one or more series;

WHEREAS, the Company, in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of the Company's Board of Directors, and the Guarantor, pursuant to appropriate resolutions of the Guarantor's Board of Directors, have duly determined to make, execute and deliver to the Trustee this Supplemental Indenture to the Original Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, two new series of Debt Securities designated as the **"5.450% Notes due 2034"** in the initial aggregate principal amount of $750,000,000 (the **"2034 Notes"**) and the **"5.950% Notes due 2054"** in the initial aggregate principal amount of $750,000,000 (the **"2054 Notes"** and, together with the 2034 Notes, the **"Notes"**) and (ii) to establish the terms of, and to provide for the grant of, full and unconditional guarantees (the **"Guarantees"**) by the Guarantor of the Company's obligations with respect to the Notes and the Company's obligations under the Indenture in respect thereof;

WHEREAS, Section 9.01 of the Original Indenture provides, among other things, that the Company and the Trustee, at any time and from time to time, without the consent of any Holders, may enter into an indenture supplemental to the Original Indenture to establish the form or terms of Debt Securities of any series as permitted by Sections 2.01 and 2.03 of the Original Indenture and to add guarantees with respect to the Debt Securities of any series;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee and issued upon the terms and subject to the conditions hereinafter and in the Original Indenture set forth against payment therefor, the valid, binding and legal obligations of the Company and to make this Supplemental Indenture a valid, binding and legal agreement of the Company and the Guarantor, have been done;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH that, in order to establish the form and terms of the series of Debt Securities designated as the **"5.450% Notes due 2034"** and the **"5.950% Notes due 2054"** and to provide for the Guarantees in respect thereof and for and in consideration of the premises and of the covenants contained in the Original Indenture and in this Supplemental Indenture and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes of each series, as follows:

ARTICLE 1

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101 Definitions. For all purposes of the Original Indenture and this Supplemental Indenture relating to each series of Debt Securities (consisting of the Notes) created hereby and the Guarantees in respect thereof, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in this Article. Each capitalized term that is used in the Original Indenture and this Supplemental Indenture but not defined herein shall have the meaning specified in the Original Indenture.

"Additional Notes" has the meaning specified in Section 202 of this Supplemental Indenture.

"Agent Members" has the meaning specified in Section 209(e)(v) of this Supplemental Indenture.

"Applicable Procedures" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transaction and as in effect from time to time.

"Below Investment Grade Downgrade Event" means, with respect to either series of Notes, the rating on such Notes is lowered in respect of a Change of Control and such Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the first public announcement by the Company of any Change of Control (or pending Change of Control) and ending 60 days following consummation of such Change of Control (which period shall be extended until the ratings are announced if, during such 60-day period, the rating of such Notes is under publicly announced consideration for possible downgrade by each of the Rating Agencies); *provided* that a Below Investment Grade Downgrade Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Downgrade Event for purposes of the definition of Change of Control Repurchase Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Company in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Downgrade Event). The Company shall request the Rating Agencies to make such confirmation in connection with any Change of Control and shall promptly certify to the Trustee as to whether or not such confirmation has been received or denied.

"Business Day" means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies in The City of New York are authorized or obligated by law to close.

"Capital Stock" of any Person means any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, other equity interests whether now outstanding or issued after the Issue Date, partnership interests (whether general or limited), limited liability company interests, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, including any preferred stock, and any rights (other than debt securities convertible into, or exchangeable for or valued by reference to, Capital Stock until and unless any such debt security is converted into Capital Stock), warrants or options exchangeable for or convertible into such Capital Stock.

"cash" means U.S. legal tender.

"Certificated Notes" means the Notes issued in certificated, registered form without interest coupons and not required to bear the Legend set forth in Section 207(a)(ii) of this Supplemental Indenture.

"Change of Control" means the occurrence of any of the following events:

(1) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Holders, becomes the "beneficial owner" (as defined in Rules l3d-3 and 13d-5 under the Exchange Act, except that a Person shall be deemed to have beneficial ownership of all shares that such Person has the right to acquire, whether such right is exercisable immediately or only after **the** passage of time), directly or indirectly, of more than 50% of the total outstanding Voting Stock of the Company;

(2) the Company sells, assigns, conveys, transfers, leases or otherwise disposes of (other than by way of merger or consolidation) all or substantially all of **its** and its Subsidiaries' assets taken as a whole to any Person, other than any such transaction where:

(A) the transferee is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) following such transaction, each transferee becomes an obligor in respect of the Notes and either (i) each transferee is or becomes a Subsidiary of the transferor of such assets or (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the transferee immediately after such transaction;

(3) the Company consolidates with or merges with or into any Person or any Person consolidates with or merges into or with the Company, in any such event pursuant to a transaction in which the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:

(A) the surviving corporation is a Person controlled, directly or indirectly, by one or more Permitted Holders; or

(B) (i) the outstanding Voting Stock of the Company is changed into or exchanged for Voting Stock of the surviving corporation (or any direct or indirect parent company of the surviving corporation) and (ii) the holders of the Voting Stock of the Company immediately prior to such transaction own, directly or indirectly, not less than a majority of the Voting Stock of the surviving corporation immediately after such transaction; or

(4) the adoption of a plan relating to the liquidation or dissolution of the Company.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) Cox becomes a direct or indirect wholly owned subsidiary of a holding company and (ii) the direct or indirect holders of the Voting Stock of Cox immediately prior to such transaction own, directly or indirectly, at least a majority of the Voting Stock of such holding company.

"Change of Control Repurchase Event" means, with respect to either series of Notes, the occurrence of a Change of Control together with a Below Investment Grade Downgrade Event with respect to such series of Notes. Notwithstanding the foregoing, no Change of Control Repurchase Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

"Clearstream" means Clearstream Banking, S.A. (formerly Cedelbank).

"Corporate Trust Office" means 500 Ross Street, 12th Floor, Pittsburgh, Pennsylvania 15262 or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"Cox Descendants" means the lineal descendants of Governor James M. Cox.

"Cox Family Charities" means charitable organizations of which Cox Family Individuals constitute at least a majority of the trustees, members or directors thereof.

"Cox Family Individuals" means (a) the Cox Descendants and (b) the spouses and surviving spouses of Cox Descendants.

"Cox Family Members" means (a) Cox Family Individuals, (b) Cox Family Trusts, (c) Cox Family Charities or (d) corporations, partnerships, limited partnerships, limited liability companies or any other Person beneficially owned in whole or in part by one or more Cox Family Individuals or Cox Family Trusts or Cox Family Charities; *provided* that, with respect to clauses (b) and (d), in the case of a Cox Family Trust, a majority of the trustees are Cox Family Individuals, in the case of a general or limited partnership, Cox Family Individuals own, directly or indirectly, more than 50% of the interests or general partner interests, in the case of a limited liability company, Cox Family Individuals hold, directly or indirectly, more than 50% of the vote of the managers, and in the case of any other Person, one or more Cox Family Individuals is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Voting Stock, measured by voting power rather than number of shares, of such Person.

"Cox Family Trusts" means trusts established by or for the benefit of any one or more Cox Family Individuals.

"Credit Agreement" means the Third Amended and Restated Credit Agreement dated as of November 10, 2010, and as amended and restated as of March 28, 2014, December 13, 2018 and November 4, 2021, and further amended as of March 1, 2023 and May 29, 2024 (and as may be further amended, supplemented or otherwise modified from time to time), among the Company, the Guarantor, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders from time to time party thereto.

"Debt Securities" has the meaning specified in the first recital hereof.

"Depositary" means, with respect to the Notes issuable in whole or in part in global form, DTC and any nominee thereof, until a successor shall have been appointed and become such pursuant to the applicable provisions of the Indenture, and thereafter "Depositary" shall mean or include such successor and any nominee thereof.

"Distribution Compliance Period" means the 40-day distribution compliance period as defined in Regulation S, or such later date, if any, as may be required by applicable laws.

"DTC" means The Depository Trust Company.

"Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

"Euroclear" means the Euroclear Bank SA/NV.

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

"Fitch" means Fitch Ratings, Inc. or any successor to the rating agency business thereof.

"Global Note" means a Note issued in global form, bearing the legends set forth in Section 207(a)(ii) of this Supplemental Indenture, and deposited with or on behalf of the Depositary.

"Guarantee" or **"Guarantees"** has the meaning specified in the recitals hereof.

"Guarantor" has the meaning specified in the first paragraph hereof.

"Holder" and **"Noteholder,"** in the case of any Note, means the Person in whose name such Note is registered in the Debt Security Register.

"Institutional Accredited Investor" means an institutional "accredited investor" as defined in Rule 501(a)(l), (2), (3) and (7) under the Securities Act.

"Interest Payment Date," in respect of any Note, has the meaning assigned to it in such Note.

"Investment Grade Rating" means (a) with respect to Moody's, a rating equal to or higher than Baa3 (or the equivalent), and (b) with respect to S&P and Fitch, a rating equal to or higher than BBB- (or the equivalent) (or, in each case, if such Rating Agency ceases to rate the Notes for reasons outside of the Company's control, the equivalent investment grade credit rating from any Rating Agency selected by the Company as a replacement Rating Agency).

"Issue Date" means August 20, 2024.

"Legend" means the Transfer Restriction Legend as defined in Section 207(c) of this Supplemental Indenture.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning specified in the recitals hereof.

"Permitted Holders" means (a) the Cox Family Members, (b) the Guarantor and its affiliates, including any successor Person to the Guarantor that owns, directly or indirectly, 100% of the Capital Stock of the Company and such successor Person's affiliates, and (c) any "group" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of the foregoing with respect to which any such Persons exercise a majority of voting power.

"Purchase Agreement" means the Purchase Agreement, dated August 15, 2024, among the Company and Wells Fargo Securities, LLC, Citigroup Global Markets Inc., MUFG Securities Americas Inc. and Truist Securities, Inc., acting as representatives on behalf of the Initial Purchasers (as defined therein).

"Qualified Institutional Buyer" has the meaning specified in Rule 144A.

"Rating Agencies" means:

(1) S&P;

(2) Moody's; and

(3) Fitch;

provided, that if S&P, Moody's or Fitch or all three shall not make a rating of the Notes of **either** series publicly available, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company, which shall be substituted for S&P, Moody's or Fitch or all three, as the case may be.

"Redemption Date", with respect to any Note or portion thereof to be redeemed, means the date fixed for redemption in accordance with the terms of such Note and Article III of the Original Indenture.

"Redemption Price", with respect to any Note or portion thereof to be redeemed, means the price at which it is to be redeemed as determined in accordance with the terms of the applicable Note and Article III of the Original Indenture.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Global Note" means a Regulation S Temporary Global Note or Regulation S Permanent Global Note, as applicable.

"Regulation S Permanent Global Note" means a permanent Global Note in the form of the Note attached hereto as Exhibit A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, issued in a denomination equal to the outstanding principal amount of the Regulation S Temporary Global Note upon expiration of the Distribution Compliance Period.

"Regulation S Temporary Global Note" means a temporary Global Note in the form of the Note attached hereto as Exhibit A-2(i) or A-2(ii), as applicable, and that is deposited with and registered in the name of the Depositary, representing Notes sold in offshore transactions in reliance on Regulation S.

"Resale Restriction Termination Date" means (1) in the case of U.S. Global Notes, the date that is one year after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes of such series and (c) the last date on which the Company or any of its Affiliates were the owner of such Notes (or any predecessor thereof) or, in the case of Regulation S Notes, the date that is 40 days after the latest of (a) the Issue Date, (b) the original issue date of any Additional Notes of such series and (c) the date on which such Notes (or any predecessor thereof) were first offered to persons other than distributors (as defined in Rule 902 of Regulation S) in reliance on Regulation S and (2) such later date, if any, as may be required by applicable laws.

"Restricted Note" means a Note required to bear the Transfer Restriction Legend pursuant to Section 207(c) of this Supplemental Indenture and set forth on the form of Note attached as Exhibit A-l (i), A- l(ii), A-2(i) or A-2(ii), as applicable, to this Supplemental Indenture.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

"S&P" means S&P Global Ratings, a division of S&P Global, Inc., or any successor to the rating agency business thereof.

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

"Supplemental Indenture" means this Twenty-Second Supplemental Indenture.

"Termination Date" has the meaning set forth in Section 501(f) of this Supplemental Indenture.

"Transfer Restriction Legend" has the meaning specified in Section 207(c) of this Supplemental Indenture.

"Trustee" has the meaning specified in the first paragraph hereof.

"U.S. Global Note" means a Global Note in the form of the Note attached hereto as Exhibit A-l(i) or A-l(ii), as applicable, to this Supplemental Indenture, and that is deposited with and registered in the name of the Depositary, representing Notes sold in reliance on Rule 144A.

"Voting Stock" of a Person means Capital Stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

SECTION 102 Section References. Each reference to a particular section set forth in this Supplemental Indenture shall, unless the context otherwise requires, refer to this Supplemental Indenture.

SECTION 103 Effect of Supplemental Indenture. Except as set forth below and except as expressly amended hereby, the Original Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Original Indenture is in all respects hereby ratified and confirmed. This Supplemental Indenture and all its provisions shall be deemed a part of the Original Indenture in the manner and to the extent herein and therein provided. The Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture amends and supplements and, to the extent inconsistent therewith, replaces the provisions of the Original Indenture, to which provisions reference is hereby made. For the avoidance of doubt, the provisions of Section 206 hereof amend Section 3.03 of the Original Indenture as set forth in such Section 206; the provisions of Section 210 hereof amend Section 6.01 of the Original Indenture as set forth in such Section 210; the provisions of Section 211 hereof amend Section 7.06 of the Original Indenture as set forth in such Section 211; the provisions of Section 212 hereof amend Section 7.07 of the Original Indenture as set forth in such Section 212; the provisions of Section 213 hereof amend Section 7.08 of the Original Indenture as set forth in such Section 213; the provisions of Sections 214 and 215 hereof amend Section 9.01 of the Original Indenture as set forth in such Sections 214 and 215; the provisions of Article 3 hereof replace the provisions of Section 5.03 of the Original Indenture in their entirety; the provisions of Section 402 hereof replace the provisions of Section 4.08 of this Original Indenture in their entirety; the provisions of Section 403 hereof replace the provisions of Section 4.09 of the Original Indenture in their entirety; and the provisions of Article 6 hereof amend the provisions of Section 7.02 of the Original Indenture as set forth in such Article 6.

The amendments and supplements to, and replacements of the provisions of, the Original Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and govern the terms of, the Debt Securities issued pursuant to this Supplemental Indenture and the Guarantees in respect thereof, and shall not apply to any other Debt Securities that have been or may be issued under the Original Indenture unless a supplemental indenture with respect to such other Debt Securities specifically incorporates such amendments, supplements and replacements.

The provisions of Article XI of the Original Indenture shall apply to the Notes.

ARTICLE 2

THE NOTES

SECTION 201 Title of the Notes. The 2034 Notes and 2054 Notes shall be known and designated as the "5.450% Notes due 2034" and the "5.950% Notes due 2054" of the Company, respectively.

SECTION 202 Amount. The aggregate principal amount of Notes that may be authenticated and delivered under this Supplemental Indenture is initially limited to $750,000,000 for the 2034 Notes and $750,000,000 for the 2054 Notes, in each case, except for Notes authenticated and delivered upon registration of, transfer of, or exchange for, or in lieu of, other Notes pursuant to Section 2.07, 2.08, 2.09 or 9.04 of the Indenture, or upon repayment in part of any 2034 Note or 2054 Note pursuant to Article III of the Original Indenture. The Company may, from time to time, subject to compliance with any other applicable provisions of this Supplemental Indenture but without the consent of the Holders of any series of Notes, create and issue pursuant to this Supplemental Indenture an unlimited principal amount of additional Notes of such series (in excess of any amounts theretofore issued) having the same terms and conditions to those of the other outstanding Notes of such series **("Additional Notes");** *provided* that any such Additional Notes (i) may have a different issue date and issue price from other outstanding Notes of such series and (ii) may have a different amount of interest payable on the first Interest Payment Date after issuance than the amount payable on other outstanding Notes of such *series; provided further,* that any such any such Additional Notes are not fungible with the applicable Notes issued on the Issue Date for U.S. federal income tax purposes, such Additional Notes will be issued with a separate CUSIP number.

SECTION 203 Stated Maturity. The Stated Maturity of the 2034 Notes shall be September 1, 2034. The Stated Maturity of the 2054 Notes shall be September 1, 2054.

SECTION 204 Interest.

(a) The 2034 Notes shall bear cash interest at the rate of 5.450% per annum from August 20, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on March 1 and September 1 of each year, beginning on March 1, 2025, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding February 15 or August 15, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

(b) The 2054 Notes shall bear cash interest at the rate of 5.950% per annum from August 20, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually in arrears on March 1 and September 1 of each year, beginning on March 1, 2025, to the Persons in whose names such Notes are registered at the close of business on the immediately preceding February 15 or August 15, as the case may be, whether or not a Business Day. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 205 Payments.

(a) Payments of principal, premium, if any, and interest on the Notes will be made to the Depositary, or its nominee, as the case may be, as the registered owner and holder of the Global Notes representing the Notes. In the event that the Notes are issued in the form of Certificated Notes, payments of principal, premium, if any, and interest thereon will be at the office or agency of the Trustee in the City of New York designated for such *purpose; provided* that, with respect to definitive Certificated Notes only, payment of interest, other than interest payable at Stated Maturity or upon redemption, may be made at the option of the Company, by the Trustee to the address of the Person entitled as shown on the register for such Debt Securities.

(b) If any date of Stated Maturity, Redemption Date or Interest Payment Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day, and no interest shall accrue on the amount so payable for the period between such payment date and the next Business Day.

(c) Payments of principal, premium, if any, and interest on the Notes shall be made in cash or such other coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debt.

SECTION 206 Redemption. Each series of Notes shall be redeemable, in whole or in part, on one or more Redemption Dates at the applicable Redemption Price. If the Redemption Date is not an Interest Payment Date, the amount of the scheduled interest payment on the next succeeding Interest Payment Date will be reduced by the amount of interest accrued to the Redemption Date. In connection with any redemption, notice of the redemption will be delivered at least 10 days but not more than 60 days prior to the applicable Redemption Date to the Holders of the Notes of such series by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. Without limiting the other provisions of Section 3.03 of the Original Indenture, any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent. At the Company 's request, the Trustee shall give the notice of redemption in the Company's name and at the Company's expense. In such event, the Company shall provide the Trustee with the information required by this Section and the Original Indenture relating to such redemption.

SECTION 207 Forms; Denominations. The Notes shall be Registered Securities. The Global Notes representing the Notes shall be in substantially the forms attached hereto as Exhibits A- l(i), A- l(ii), A-2(i) or A-2(ii), as applicable.

The Notes are being offered and sold by the Company pursuant to the Purchase Agreement.

(a) Global Notes. (i) Notes offered and sold in reliance on Rule 144A as provided in the Purchase Agreement shall be issued initially in the form of one or more U.S. Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The aggregate principal amount of the U.S. Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Notes offered and sold in offshore transactions in reliance on Regulation S as provided in the Purchase Agreement shall be issued initially in the form of one or more Regulation S Temporary Global Notes in definitive fully registered form without interest coupons, deposited on behalf of the subscribers for the Notes represented thereby with the Trustee, as custodian for the Depositary, for the accounts of Euroclear and Clearstream and registered in the name of DTC or a nominee thereof, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The Distribution Compliance Period shall be terminated upon the receipt by the Trustee of a written certificate from the Depositary, if available, together with copies of certificates from Euroclear and Clearstream, if available, certifying that they have received certification of non-United States beneficial ownership of 100% of the aggregate principal amount of the Regulation S Temporary Global Note (except to the extent of any beneficial owners thereof who acquired an interest therein during the Distribution Compliance Period pursuant to another exemption from registration under the Securities Act and who shall take delivery of a beneficial ownership interest in a U.S. Global Note bearing a Legend, all as contemplated by Section 209(a)(iii) hereof) .

Following the termination of the Distribution Compliance Period, beneficial interests in the Regulation S Temporary Global Note shall be exchanged for beneficial interests in the Regulation S Permanent Global Note pursuant to the Applicable Procedures. Simultaneously with the authentication of the Regulation S Permanent Global Note, the Trustee shall cancel the Regulation S Temporary Global Note. The aggregate principal amount of the Regulation S Temporary Global Note and the Regulation S Permanent Global Note may from time to time be increased or decreased by adjustments made on the records of the Trustee and the Depositary as hereinafter provided.

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced to reflect exchanges or redemptions. Any adjustment of the aggregate principal amount of a Global Note representing the Notes to reflect the amount of any decrease in the principal amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof as required by Section 209 hereof and shall be made on the records of the Trustee and the Depositary.

(i) Book-Entry Provisions. This Section 207(a)(ii) shall apply only to Global Notes.

The Company shall execute and the Trustee shall, in accordance with this Section 207(a)(ii) and Section 2.02 of the Indenture, authenticate and deliver initially one or more Global Notes that (a) shall be registered in the name of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially to the following effect:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

"TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH R IN ARTICLE TWO OF THE TWENTY-SECOND SUPPLEMENTAL INDENTUE REFERRED TO ON THE REVERSE HEREOF."

(b) Certificated Notes. Except as otherwise set forth in this Supplemental Indenture, owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of Certificated Notes. Beneficial interests in a Global Note transferred in accordance with Section 209(a)(ii) to an Institutional Accredited Investor who is not a Qualified Institutional Buyer and beneficial interests in a Global Note transferred to the beneficial holders thereof pursuant to Section 209(e will be issued in certificated, registered form without interest coupons.

(c) Restrictive Legends. Prior to the Resale Restriction Termination Date, all Global Notes and all Certificated Notes issued in exchange for a beneficial interest in a Global Note shall bear a legend (the "Transfer Restriction Legend") in substantially the following form, unless such Notes have been sold pursuant to a registration statement that has been declared effective under the Securities Act:

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

"THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS, *IN THE CASE OF U.S. GLOBAL NOTES:* ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), *OR IN THE CASE OF REGULATION S GLOBAL NOTES:* 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. *IN THE CASE OF REGULATIONS GLOBAL NOTES:* BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

"IN THE CASE OF REGULATIONS TEMPORARY GLOBAL NOTES: THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATION S UNDUE THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW."

SECTION 208 Transfer and Exchange.

(a) Notwithstanding any provision to the contrary herein, so long as a Global Note remains Outstanding and is held by or on behalf of the Depositary, transfers of such Global Note, in whole or in part, shall be made only in accordance with Section 209 and this Section 208.

(b) Transfers of a Global Note shall be limited to transfers of such Global Note in whole, or in part, to nominees of the Depositary or to a successor of the Depositary or such successor 's nominee.

(c) If Notes are issued upon the transfer, exchange or replacement of Notes subject to restrictions on transfer and bearing a Legend, or if a request is made to remove the Legend on a Note, the Notes so issued shall bear the Legend, or the Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an opinion of counsel, as may be reasonably required by the Company and the Registrar, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A, Rule 144 or Regulation S under the Securities Act, that such Notes are not "restricted" within the meaning of Rule 144 under the Securities Act or that any such exchange or replacement Notes have been issued in a registered transaction under the Securities Act. Upon (i) provision of such satisfactory evidence, or (ii) notification by the Company to the Trustee and the Registrar of the sale or exchange of such Notes pursuant to a registration statement that is effective at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Note that does not bear the Legend. If the Legend is removed from the face of a Note and the Note is subsequently held by an Affiliate of the Company, the Legend shall be reinstated.

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

SECTION 209 Global Notes.

(a) Notwithstanding any other provisions of this Supplemental Indenture or the Notes, (A) transfers of a Global Note, in whole or in part, shall be made only in accordance with Section 2.07 of the Indenture and Sections 208 and 209(a)(i) below, (B) transfer of a beneficial interest in a Global Note for a Certificated Note shall comply with Section 2.07 of the Indenture and Section 209(a)(ii) below, (C) transfers of a beneficial interest in a Regulation S Global Note for a beneficial interest in a U.S. Global Note shall comply with Section 2.07 of the Indenture and Section 209(a)(iii) below, and (D) transfers of a Certificated Note shall comply with Section 2.07 of the Indenture and Sections 209(a)(iv) and (v) below.

(i) *Transfer of Global Note.* A Global Note may not be transferred, in whole or in part, to any Person other than the Depositary or a nominee thereof, and no such transfer to any such other Person may be registered; *provided* that this clause (i) shall not prohibit any transfer of a Note that is issued in exchange for a Global Note but is not itself a Global Note. No transfer of a Note to any Person shall be effective under the Indenture or the Notes unless and until such Note has been registered in the name of such Person. Nothing in this Section 209(a)(i) shall prohibit or render ineffective any transfer of a beneficial interest in a Global Note effected in accordance with the other provisions of this Section 209(a).

(ii) *Restrictions on Transfer of a Beneficial Interest in a Global Note for a Certificated Note.* A beneficial interest in a Global Note may not be exchanged for a Certificated Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a request for transfer of a beneficial interest in a Global Note in accordance with Applicable Procedures for a Certificated Note in the form satisfactory to the Trustee, together with:

(a) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1 attached hereto, and, if requested by the Company or the Registrar, certification in the form set forth in Exhibit B-2 attached hereto, that such beneficial interest in the Global Note is being transferred to an Institutional Accredited Investor;

(b) written instructions to the Trustee to make, or direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect a decrease in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such decrease; and

(c) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to compliance with the restrictions set forth in the applicable Legend,

then the Trustee shall cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be decreased by the aggregate principal amount of the Certificated Note to be issued, shall issue such Certificated Note and shall debit or cause to be debited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so issued.

(iii) *Restrictions on Transfer of Beneficial Interest in a Regulation* S *Global Note for a Beneficial Interest in a U.S. Global Note.*

(a) On or prior to the expiration of the Distribution Compliance Period, a beneficial interest in a Regulation S Global Note may be transferred to a Person who takes delivery in the form of an interest in the corresponding U.S. Global Note only upon receipt by the Trustee of a written certification from the transferor to the effect that such transfer is being made (i)(a) to a Person whom the transferor reasonably believes is a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (b) pursuant to another exemption from the registration requirements under the Securities Act which is accompanied by an Opinion of Counsel regarding the availability of such exemption and (ii) in accordance with all applicable securities laws of any state of the United States or any other jurisdiction.

(b) Beneficial interests in the U.S. Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Trustee a written certificate to the effect that such transfer is being made in accordance with Rule 904 of Regulation S or Rule 144 (if available).

(iv) *Transfer and Exchange of Certificated Notes.* When Certificated Notes are presented to the Registrar with a request:

(x) to register the transfer of such Certificated Notes; or

(y) to exchange such Certificated Notes for an equal principal amount of Certificated Notes of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however,* that the Certificated Notes surrendered for transfer or exchange:

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

(b) so long as such Notes are Restricted Notes, such Notes are being transferred or exchanged pursuant to clause (A), (B) or (C) below, and are accompanied by the following additional information and documents, as applicable:

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

(B) if such Certificated Notes are being transferred to the Company, a certification to that effect; or

(C) if such Certificated Notes are being transferred pursuant to an exemption from registration, (i) a certification to that effect (in the form set forth in Exhibit B- 1 and B-2, if applicable) and (ii) if the Company or Registrar so requests, an opinion of counsel or other evidence reasonably satisfactory to them as to the compliance with the restrictions set forth in the Transfer Restriction Legend.

(v) *Restrictions on Transfer of a Certificated Note for a Beneficial Interest in a Global Note.* A Certificated Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below.

Upon receipt by the Trustee of a Certificated Note, duly endorsed or accompanied by appropriate instruments of transfer, in form satisfactory to the Trustee, together with:

(x) so long as the Notes are Restricted Notes, certification, in the form set forth in Exhibit B-1, that such Certificated Note is being transferred to a Qualified Institutional Buyer in accordance with Rule 144A; and

(y) written instructions directing the Trustee to make, or to direct the Registrar to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

then the Trustee shall cancel such Certificated Note and cause, or direct the Registrar to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Registrar, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Certificated Note to be exchanged, and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Certificated Note so cancelled. If no Global Notes are then Outstanding, the Company shall issue and the Trustee shall authenticate, upon receipt of a Company Order, a new Global Note in the appropriate principal amount.

(b) Subject to the succeeding paragraph, every Note shall be subject to the restrictions on transfer provided in the applicable Legend including the delivery of an opinion of counsel, if so provided. Whenever any Restricted Note is presented or surrendered for registration of transfer or for exchange for a Note registered in a name other than that of the Holder, such Note must be accompanied by a certificate in substantially the form set forth in Exhibit B-1, dated the date of such surrender and signed by the Holder of such Note, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Note not so accompanied by a properly completed certificate.

(c) The restrictions imposed by the Transfer Restriction Legend upon the transferability of any Restricted Note shall cease and terminate when such Note has been sold or exchanged pursuant to an effective registration statement under the Securities Act or may be transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto). Any Note as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 209 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by an opinion of counsel having substantial experience in practice under the Securities Act and otherwise reasonably acceptable to the Company, addressed to the Company, the Trustee and the Registrar and in form acceptable to the Company, to the effect that the transfer of such Note has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Note, of like tenor and aggregate principal amount, which shall not bear the Transfer Restriction Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the Notes under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned opinion of counsel.

(d) As used in the preceding two paragraphs of this Section 209, the term "transfer" encompasses any sale, pledge, transfer, hypothecation or other disposition of any Note.

(e) The provisions of clauses (i), (ii), (iii), (iv), and (v) below shall apply only to Global Notes:

(i) Notwithstanding any other provisions of the Indenture or the Notes, except as provided in Section 209(a)(ii), a Global Note shall not be exchanged in whole or in part for a Note registered in the name of any Person other than the Depositary or one or more nominees thereof, *provided* that a Global Note may be exchanged for Certificated Notes registered in the names of any Person designated by the Depositary in the event that (A) the Depositary has notified the Company that it is unwilling or unable to continue as depositary for such Global Note or the Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and a successor Depositary is not appointed by the Company within 90 days or (B) an Event of Default has occurred and is continuing with respect to the Notes. Any Global Note exchanged pursuant to clause (A) above shall be so exchanged in whole and not in part, and any Global Note exchanged pursuant to clause (B) above may be exchanged in whole or from time to time in part as directed by the Depositary. Prior to the issuance of Certificated Notes in exchange for any beneficial interests in a Regulation S Global Note, the holder of such beneficial interests shall, as a condition to such exchange, certify in a form satisfactory to the Company that such holder is a non-U.S. person (as that term is defined in Regulation S under the Securities Act) or a U.S. person who purchased such beneficial interest in a transaction that did not require registration under the Securities Act. In the event that Certificated Notes are issued in respect of beneficial interests in a Regulation S Global Note at any time prior to the end of the Distribution Compliance Period (other than in a transaction subject to Rule 144A), the Company shall as promptly as practicable, institute procedures, including appropriate certifications, reasonably designed to ensure that any transfer of such Certificated Notes prior to the end of the Distribution Compliance Period is made only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an exemption from such registration.

(ii) Notes issued in exchange for a Global Note or any portion thereof shall be issued in definitive, fully registered form, without interest coupons, shall have an aggregate principal amount equal to that of such Global Note or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable Legend. Any Global Note to be exchanged in whole shall be surrendered by the Depositary to the Trustee, as Registrar. With regard to any Global Note to be exchanged in part, either such Global Note shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Note, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Note issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(iii) Subject to the provisions of clause (v) below, the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members (as defined below) and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(iv) In the event of the occurrence of any of the events specified in clause (i) above, the Company will promptly make available to the Trustee a reasonable supply of Certificated Notes.

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

SECTION 210 Events of Default. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 6.01 of the Original Indenture is hereby amended by deleting the clause immediately following subsection (i) in the first sentence of such Section and inserting in its place the following:

then and in each and every case that an Event of Default described in clause (a), (b), (c), (d), (e), (f), (g) (with respect to Restricted Subsidiaries only), (h) (with respect to Restricted Subsidiaries only) or (i) with respect to Debt Securities of that series at the time Outstanding occurs and is continuing, unless the principal of and interest on all the Debt Securities of that series shall have already become due and payable, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Debt Securities of that series then Outstanding hereunder, by notice in writing to the Company (and to the Trustee if given by Holders), may declare the principal of (or, if the Debt Securities of that series are Original Issue Discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) and interest on all the Debt Securities of that series to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Debt Securities or Coupons appertaining thereto of that series contained to the contrary notwithstanding.

SECTION 211 Compensation and Reimbursement. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 7.06 of the Original Indenture is hereby amended to be replaced with the following:

The Company covenants and agrees to pay in Dollars to the Trustee such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and, except as otherwise expressly provided herein, the Company will pay or reimburse in Dollars the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents, attorneys and counsel and of all Persons not regularly in its employ) except any such expense, disbursement or advances as may arise from its negligence or wilful misconduct. The Company also covenants to indemnify in Dollars each of the Trustee (which shall be deemed to include its officers, directors, employees, and agents) or any predecessor Trustee for, and to hold it harmless against, any loss, damage, claim, liability or expense, including the reasonable fees and expenses of counsel, and taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without negligence or wilful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the reasonable costs and expenses of defending itself against any claim of liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 7.06 to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the resignation or removal of the Trustee and/or the satisfaction and discharge of this Indenture. The Company and the Holders agree that such additional indebtedness shall be secured by a Lien prior to that of the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, except funds held in trust for the payment of principal of, and premium, if any, or interest on, particular Debt Securities and Coupons.

SECTION 212 Right of Trustee to Rely on an Officers' Certificate Where No Other Evidence Specifically Prescribed. With respect to the Notes, Section 7.07 of the Original Indenture is hereby amended to be replaced with the following:

Except as otherwise provided in Section 7.01, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture.

SECTION 213 Separate Trustee; Replacement of Trustee. With respect to the Notes, Section 7.08 of the Original Indenture is hereby amended to be replaced with the following:

The Company may, but need not, appoint a separate Trustee for any one or more series of Debt Securities. The Trustee may resign with respect to one or more or all series of Debt Securities at any time by giving 30 days' notice to the Company. The Holders of a majority in principal amount of the Debt Securities of a particular series may remove the Trustee for such series and only such series by so notifying the Trustee and may appoint a successor Trustee with 30 days' notice. The Company shall remove the Trustee with 30 days' notice if:

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

(2) the Trustee is adjudged bankrupt or insolvent;

(3) a receiver or other public officer takes charge of the Trustee or its

property; or

(4) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns, is removed by the Company or by the Holders of a majority in principal amount of the Debt Securities of a particular series and such Holders do not reasonably promptly appoint a successor Trustee, or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of this Section 7.08.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall send a notice of its succession to Holders of Debt Securities of each applicable series. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the Lien provided for in Section 7.06.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee or the Holders of 25% in principal amount of the Debt Securities of any applicable series may petition, at the expense of the Company, any court of competent jurisdiction for the appointment of a successor Trustee for the Debt Securities of such series.

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

Notwithstanding the replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

In the case of the appointment hereunder of a separate or successor trustee with respect to the Debt Securities of one or more series, the Company, any retiring Trustee and each successor or separate Trustee with respect to the Debt Securities of any applicable series shall execute and deliver an indenture supplemental hereto (1) which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of any retiring Trustee with respect to the Debt Securities of any series as to which any such retiring Trustee is not retiring shall continue to be vested in such retiring Trustee and (2) that shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trustee hereunder by more than one trustee, it being understood that nothing herein or in such supplemental Indenture shall constitute such Trustees co-trustees of the same trust and that each such separate, retiring or successor Trustee shall be Trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 214 With respect to the Notes, Section 9.0l(f) of the Original Indenture is hereby deleted in its entirety and replaced with "[Reserved]" in lieu thereof.

SECTION 215 With respect to the Notes, the last paragraph of Section 9.01 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

After an amendment under the Indenture becomes effective with respect to the Notes of a particular series, the Company is required to deliver to Holders of the Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC, a notice briefly describing such amendment. However, the Company's failure to give such notice to all Holders of the Notes of such series, or any defect in such notice, will not impair or affect the validity of the amendment.

ARTICLE 3

REPORTS BY THE COMPANY

So long as any of the Debt Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Company will, during any period in which it is not subject to Sections 13 or 15(d) of the Exchange Act or it is not exempt from such reporting requirements pursuant to and in compliance with Rule 12g3-2(b) under the Exchange Act, provide to each Holder of Notes and to each prospective purchaser (as designated by such Holder) of Notes, upon the request of such Holder or prospective purchaser, any information required to be provided by Rule 144A(d)(4) under the Securities Act.

ARTICLE 4

ADDITIONAL COVENANTS

SECTION 401 Purchase of Notes Upon a Change of Control Repurchase Event.

(a) If a Change of Control Repurchase Event occurs with respect to either series of Notes, each Holder of the Notes of such series will have the right to require that the Company purchase all or any part (in denominations of $2,000 and integral multiples of $ 1,000 in excess thereof) of such Holder's Notes of such series pursuant to a Change of Control offer (a **"Change of Control Offer")** on the terms set forth in this Supplemental Indenture, except that the Company shall not be obligated to repurchase the Notes of such series pursuant to this Section 401 in the event that the Company has exercised the right to redeem all of the Notes of such series as described in Section 206. In the Change of Control Offer with respect to either series of Notes, the Company will offer to purchase all of the Notes of such series at a purchase price (the **"Change of Control Purchase Price")** in cash in an amount equal to 101% of the principal amount of such series of Notes, plus accrued but unpaid interest, if any, to, but not including, the date of purchase (the **"Change of Control Purchase Date")** (subject to the rights of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date if such Notes have not been repurchased prior to such record date).

(b) Within 30 days after any Change of Control Repurchase Event with respect to either series of Notes or, at the Company's option, prior to such Change of Control but after the public announcement of such pending Change of Control, the Company must notify the Trustee of such series of Notes and give written notice of the Change of Control Repurchase Event to the Trustee and each Holder of Notes of such series, by first-class mail or delivered electronically if held by DTC, to the address of such Holder appearing in the security register or otherwise in accordance with the procedures of DTC. The notice must state, among other things:

(1) that a Change of Control Repurchase Event has occurred or may occur with respect to such series of Notes and the date of such event;

(2) the purchase price and the purchase date which shall be fixed by the Company on a Business Day no earlier than 15 days nor later than 60 days from the date the notice is mailed or delivered electronically, other than as may be required by law;

(3) that any Note not tendered will continue to accrue interest;

(4) that, unless the Company defaults in the payment of the Change of Control Purchase Price, any Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Purchase Date; and

(5) other procedures that a Holder of Notes must follow to accept a Change of Control Offer or to withdraw acceptance of the Change of Control Offer.

In addition, the notice, if sent prior to the date of the consummation of the Change of Control, will state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Purchase Date.

(c) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of an applicable series validly tender and do not withdraw such Notes in a Change of Control Offer and the Company, or any third party making a Change of Control Offer in lieu of the Company, as described in clause (d) below, purchases all of the Notes of such series validly tendered and not withdrawn by such Holders, the Company will have the right, upon not less than 15 nor more than 60 days' prior notice, with such notice given not more than 30 days following the Change of Control Purchase Date, to redeem all Notes of such series that remain Outstanding following such purchase at a redemption price in cash equal to the Change of Control Purchase Price plus, to the extent not included in the Change of Control Purchase Price, accrued and unpaid interest, if any, on the Notes of such series that remain Outstanding to, but not including, the date of redemption (subject to the rights of Holders of record on relevant record dates to receive interest due on the relevant Interest Payment Date).

(d) The Company will comply with Rule 14e-l under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 401, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 401 by virtue of its compliance with such securities laws and regulations. The Company will not be required to make a Change of Control Offer upon a Change of Control Repurchase Event with respect to either series of Notes if a third party makes the Change of Control Offer with respect to such series of Notes in the manner, at the times and otherwise in compliance with the requirements described in this Supplemental Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(e) On the Change of Control Purchase Date with respect to either series of Notes, the Company will, to the extent permitted by law:

(1) accept for payment all Notes of such series or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Depositary or the Trustee, as applicable, an amount equal to the aggregate Change of Control Purchase Price in respect of all Notes of such series or portions thereof so tendered; and

(3) deliver, or cause to be delivered, to the Trustee for cancellation of the Notes of such series so accepted together with an Officers' Certificate to the Trustee stating that such Notes or portions thereof have been tendered to and purchased by the Company.

SECTION 402 Limitation on Liens. With respect to the Notes, Section 4.08 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not, and will not permit any Restricted Subsidiary to, create, incur or assume any Lien (other than Permitted Liens) on Restricted Property to secure the payment of Indebtedness of the Company or any Restricted Subsidiary if immediately after the creation, incurrence or assumption of such Lien, the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries that is secured by Liens (other than Permitted Liens) on Restricted Property would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries (whether or not so secured), unless effective provision is made whereby the Notes of such series (together with, if the Company shall so determine, any other Indebtedness ranking equally with the Notes of such series, whether then existing or later created) are secured equally and ratably with (or prior to) such Indebtedness (but only for so long as such Indebtedness is so secured).

SECTION 403 Limitation on Indebtedness of Restricted Subsidiaries. For purposes of this Supplemental Indenture and the Notes issued hereunder, Section 4.09 of the Original Indenture is hereby amended to be replaced with the following:

As long as any Notes of any series remain Outstanding, the Company will not permit any Restricted Subsidiary to incur or assume any Indebtedness if immediately after the incurrence or assumption of such Indebtedness, the aggregate outstanding principal amount of all Indebtedness of the Restricted Subsidiaries would exceed the greater of (i) $1,100,000,000 or (ii) 15% of the aggregate outstanding principal amount of all Indebtedness of the Company and its Restricted Subsidiaries; *provided* that in any event, a Restricted Subsidiary may incur Indebtedness to extend, renew or replace Indebtedness of such Restricted Subsidiary to the extent that the principal amount of the Indebtedness so incurred does not exceed the principal amount of the Indebtedness extended, renewed or replaced thereby immediately prior to such extension, renewal or replacement plus any premium, accrued and unpaid interest or capitalized interest payable thereon.

ARTICLE 5

SECTION 501 Guarantee.

(a) The Guarantor hereby fully and unconditionally guarantees the Notes of each series and the obligations of the Company thereunder and under the Indenture, and guarantees to each Holder of a Note of such series authenticated and delivered by the Trustee, and to the Trustee on behalf of such Holder, that (i) the principal of (and premium, if any) and interest on the Notes of such series will be paid in full when due, whether at Stated Maturity, by acceleration or otherwise (including, without limitation, the amount that would become due but for the operation of any automatic stay provision of any federal bankruptcy law), together with interest on the overdue principal, if any, and interest on any overdue interest, to the extent lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes of such series will be paid in full or performed, all in accordance with the terms of the Indenture and the Notes of such series; and (ii) in case of any extension of time of payment or renewal of any Notes of such series or of any such other obligations, the same will be paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise.

(b) The Guarantor hereby agrees that, upon the occurrence of an Event of Default in payment of principal (or premium, if any) or interest on an applicable series of Notes, whether at Stated Maturity, by acceleration, purchase or otherwise, legal proceedings may be instituted by the Trustee on behalf of, or by, a Holder of such Notes of such series, subject to the terms and conditions set forth in the Indenture, directly against the Guarantor to enforce the Guarantee without first proceeding against the Company or any other guarantor. The Guarantor agrees that if, after the occurrence and during the continuance of an Event of Default with respect to an applicable series of Notes, the Trustee or any of the Holders are prevented by applicable law from exercising their respective rights to accelerate the maturity of the Notes of such series, to collect interest on the Notes of such series, or to enforce or exercise any other right or remedy with respect to the Notes of such series, the Guarantor will pay to the Trustee for the account of the Holders, upon demand therefor, the amount that would otherwise have been due and payable had such rights and remedies been permitted to be exercised by the Trustee or any of the Holders.

(c) With respect to an applicable series of Notes, unless and until the Termination Date (as defined herein) has occurred, or the Guarantor shall be released in accordance with Section 504 of this Supplemental Indenture, to the fullest extent permitted by applicable law, the Guarantor shall remain obligated hereunder and the Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes of such series are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes of such series, whether as a "voidable preference", "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Notes of such series shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(d) To the fullest extent permitted by applicable law, the Guarantor waives diligence, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Company's obligations under any series of Notes and under the Indenture, and any defense arising by reason of any disability or other defense of the Company or the Guarantor with respect to such obligations (other than the defense that the Termination Date has occurred or the Guarantor has been released in accordance with Section 504 of this Supplemental Indenture). The Guarantor understands and agrees that the Guarantee contained in this Article 5 shall be construed as a continuing, absolute and unconditional guarantee of payment and performance and not merely of collectability, and its Guarantee of a particular series of Notes and the obligations of the Company under the Indenture hereunder shall not be affected by, and shall remain in full force and effect without regard to, and hereby waives all rights, claims or defenses that it might otherwise have (now or in the future) with respect to each of the following (whether or not the Guarantor has knowledge thereof): (i) the validity, regularity or enforceability of the Notes of such series or the Indenture or the absence of any action to enforce the same, (ii) the recovery of any judgment against the Company or any action to enforce the same, (iii) any renewal, extension or acceleration of, or any increase in the amount of the Company's obligations under such series of Notes and under the Indenture (whether or not any increase is committed, contemplated or provided for by the Indenture or the Notes of such series on the date hereof), (iii) any failure, omission or delay in enforcement (by agreement or otherwise), or the stay or enjoining (by court order, operation of law or otherwise) of the exercise of enforcement, of any claim or demand or any right, power or remedy (whether arising under the Indenture or the Notes of such series, at law, in equity or otherwise) with respect to the Company's obligations under such series of Notes and under the Indenture or (iv) any other circumstance whatsoever (with or without notice to or knowledge of the Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Guarantor under the Guarantee contained in this Article 5, in bankruptcy or in any other instance (in each case, other than the occurrence of the Termination Date or the release of the Guarantor in accordance with Section 504 of this Supplemental Indenture).

(e) The Guarantor further agrees that, as between the Guarantor, on the one hand, and the Holders and the Trustee, on the other hand (i) subject to the terms and provisions of this Supplemental Indenture, the maturity of the obligations under an applicable series of Notes guaranteed hereby may be accelerated as provided in Article VI of the Original Indenture for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (ii) in the event of any acceleration of such obligations as provided in Article VI of the Original Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantor for the purpose of this Guarantee.

(f) Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall remain in full force and effect until all the obligations of the Company under such series of Notes and under the Indenture shall have been satisfied by payment in full (such date, the **"Termination Date") .**

(g) The Guarantee by the Guarantor of a series of Notes shall be independent of and shall not be affected by the Guarantee by the Guarantor of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 502 Subrogation. The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to its Guarantee; *provided, however,* that if an Event of Default has occurred and is continuing with respect to a series of Notes, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under the Indenture or the applicable series of Notes shall have been paid in full.

SECTION 503 Reinstatement. Subject to Section 504 of this Supplemental Indenture, the Guarantee of a series of Notes contained in this Article 5 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Company's obligations with respect to such series of Notes or the Indenture is rescinded or must otherwise be restored or returned by the Trustee or any Holder upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

SECTION 504 Release of Guarantee. (a) The Guarantor shall, upon the occurrence of any of the following events, be automatically and unconditionally released and discharged from all obligations with respect to the Notes of an applicable series, the Indenture and the Guarantee of such series of Notes without any action required on the part of the Trustee or any Holder:

(i) on the Termination Date;

(ii) upon the termination or release of the Company's guarantee of the Guarantor's obligations under the Credit Agreement;

(iii) upon any covenant defeasance or legal defeasance with respect to such series of Notes and the Indenture, or upon the discharge of the Company's obligations with respect to such series of Notes and obligations under the Indenture in accordance with its terms;

(iv) upon (A) the consolidation or merger by the Company with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Company, in a transaction that complies with the Indenture, such that the Company ceases to be a subsidiary of the Guarantor; or

(v) upon (A) the consolidation or merger by the Guarantor with or into any Person or (B) the conveyance, transfer or lease of all or substantially all the assets of the Guarantor, such that the Company ceases to be a subsidiary of the Guarantor.

The release of the Guarantor's Guarantee of an applicable series of Notes hereunder shall be independent of and shall not be affected by the release of the Guarantor's Guarantee of any other series of Notes or other Debt Securities issued under the Indenture.

SECTION 505 Execution and Delivery. The Guarantor hereby agrees that the Guarantee of an applicable series of Notes will remain in full force and effect notwithstanding any failure to endorse on each Note of such series a notation of such Guarantee.

ARTICLE 6

MISCELLANEOUS PROVISIONS

The Trustee makes no undertaking or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of, the validity or sufficiency of this Supplemental Indenture or the Guarantees or the proper authorization or the due execution hereof by the Company or the Guarantor or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Company.

The Trustee (which shall be deemed to include the Paying Agent when the Trustee is also acting as a Paying Agent) shall have the right to accept and act upon instructions, including funds transfer instructions **("Instructions")** given pursuant to this Indenture and delivered using Electronic Means (as defined above); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions **("Authorized Officers")** and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

For purposes of this Supplemental Indenture and the Notes, Section 7.02 of the Original Indenture is hereby amended to include the following additional rights of the Trustee:

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

(j) in no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, epidemics or pandemics, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances;

(k) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee has actual written notice thereof at the designated Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture;

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

(m) the Trustee may require that the Company deliver a certificate setting forth the names of individuals, and their titles and direct-dial telephone numbers, of officers authorized at such time to take specified actions pursuant to this Indenture;

(n) the Trustee shall not be liable for errors in judgment made in good faith unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts; and

(o) the Trustee may act at the direction of requisite Holders without liability.

For purposes of this Supplemental Indenture and the Notes, Section 2.04 of the Original Indenture is hereby amended as follows:

(a) the Company shall be permitted to execute the Notes by manual or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof) ; and

(b) the Trustee shall be permitted to authenticate the Notes by manual or electronic signature (so long as any such electronic signature is a true representation of the actual signature of the signatory thereof).

This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Each of the Company, the Guarantor and the Trustee (i) expressly and irrevocably consents to submit itself to the exclusive personal jurisdiction of the state courts in the Borough of Manhattan in the City of New York in the State of New York, and any federal court located in the Borough of Manhattan in the City of New York in the State of New York, together with any appellate court therefrom, with respect to all actions and proceedings arising out of this Indenture, the Notes or the Guarantees and (ii) expressly and irrevocably waives (and agrees not to plead or claim) any objection to the laying of venue of any action or proceeding arising out of this Indenture, the Notes or the Guarantees in such court or that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Any such counterparts may be executed manually or electronically.

EACH OF THE COMPANY, THE GUARANTOR, THE TRUSTEE AND THE HOLDERS BY ACCEPTANCE OF THE NOTES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

In order to comply with applicable tax laws (inclusive of rules, regulations and interpretations promulgated by competent authorities) related to the Indenture in effect from time to time (collectively, **"Applicable Tax Law")** that a foreign financial institution, issuer, trustee, paying agent or other party is or has agreed to be subject to, the Company agrees (i) upon reasonable written request of the Trustee, to use commercially reasonable efforts to provide to the Trustee, to the extent available, sufficient information about the parties and/or transactions (including any modification to the terms of such transactions) so that the Trustee can determine whether it has tax-related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction in respect of taxes from payments under the Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability. Nothing in the immediately preceding sentence shall be construed as obligating the Company to make any "gross up" payment or similar reimbursement in connection with a payment in respect of which amounts are so withheld or deducted. The terms of this paragraph shall survive the satisfaction and discharge of the Indenture.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Supplemental Indenture by their duly authorized signatories as of the date first above written.

COX COMMUNICATIONS, INC., as Issuer

By: /s/ Perley McBride
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Twenty-Second Supplemental Indenture]

COX ENTERPRISES, INC., as Guarantor

By: /s/ Maria L. Friedman
Name: Maria L. Friedman
Title: Executive Vice President, Finance

By: /s/ Charles L. Odom
Name: Charles L. Odom
Title: Senior Vice President, Corporate Finance & Treasurer

[Signature Page to Twenty-Second Supplemental Indenture]

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

By: /s/ Michael C. Jenkins
Name: Michael C. Jenkins
Title: Vice President

[Signature Page to Twenty-Second Supplemental Indenture]

EXHIBIT A-l(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-SECOND SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. 224044 CU9

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.450% Notes due 2034

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 1, 2034 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 20, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2025 at the rate of 5.450% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.450% Notes due 2034" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twenty-Second Supplemental Indenture dated as of August 20, 2024 (the "Twenty-Second Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twenty-Second Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means June 1, 2034.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4: 15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H. 15" (or any successor designation or publication) (H. 15) under the caption "U.S. government securities-Treasury constant maturities-Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H. 15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H. 15 exactly equal to the Remaining Life, the two yields - one yield corresponding to the Treasury constant maturity on H. 15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H. 15 immediately longer than the Remaining Life - and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H. 15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H. 15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H. 15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H. 15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company 's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twenty-Second Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twenty-Second Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

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

Date: August 20, 2024

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-l(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE LAST DATE ON WHICH THE COMPANY OR ANY OF ITS AFFILIATES WERE THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-SECOND SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. 224044 CV 7

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.950% Notes due 2054

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 1, 2054 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 20, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2025 at the rate of 5.950% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.950% Notes due 2054" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twenty-Second Supplemental Indenture dated as of August 20, 2024 (the "Twenty-Second Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twenty-Second Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means March 1, 2054. ♦

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4: 15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H. 15" (or any successor designation or publication) (H. 15) under the caption "U.S. government securities-Treasury constant maturities-Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H. 15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H. 15 exactly equal to the Remaining Life, the two yields - one yield corresponding to the Treasury constant maturity on H. 15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H. 15 immediately longer than the Remaining Life - and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H. 15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H. 15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H. 15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H. 15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 1 1:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 1 1:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company 's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twenty-Second Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twenty-Second Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

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

Date: August 20, 2024

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(i)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATIONS) IN RELIANCE ON REGULATIONS, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-SECOND SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. U22018 BF8

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.450% Notes due 2034

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 1, 2034 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 20, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2025 at the rate of 5.450% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.450% Notes due 2034" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1 995 (the "Original Indenture"), as supplemented by the Twenty-Second Supplemental Indenture dated as of August 20, 2024 (the "Twenty-Second Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twenty-Second Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 25 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means June 1, 2034.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4: 15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H. 15" (or any successor designation or publication) (H. 15) under the caption "U.S. government securities-Treasury constant maturities-Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H. 15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H. 15 exactly equal to the Remaining Life, the two yields - one yield corresponding to the Treasury constant maturity on H. 15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H. 15 immediately longer than the Remaining Life - and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H. 15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H. 15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H. 15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H. 15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company 's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior to maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twenty-Second Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twenty-Second Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

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

Date: August 20, 2024

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT A-2(ii)

[FORM OF FACE OF SECURITY]

[TRANSFER RESTRICTION LEGEND]

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

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATEST OF THE ISSUE DATE HEREOF, THE ORIGINAL ISSUE DATE OF ANY ADDITIONAL NOTES (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) AND THE DATE ON WHICH THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATIONS, ONLY (A) TO THE COMPANY, THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C) OR (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE WRITTEN REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATIONS UNDER THE SECURITIES ACT.

THIS GLOBAL NOTE IS A TEMPORARY GLOBAL NOTE FOR PURPOSES OF REGULATIONS UNDER THE SECURITIES ACT. NEITHER THIS TEMPORARY GLOBAL NOTE NOR ANY INTEREST HEREIN MAY BE OFFERED, SOLD OR DELIVERED, EXCEPT AS PERMITTED UNDER THE INDENTURE REFERRED TO BELOW.]

[GLOBAL NOTES LEGEND]

[UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY AS IS 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 OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS, IN WHOLE BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE TWENTY-SECOND SUPPLEMENTAL INDENTURE REFERRED TO ON THE REVERSE HEREOF.]

No. R-
CUSIP No. U22018 BG6

PRINCIPAL AMOUNT
$

COX COMMUNICATIONS, INC.

5.950% Notes due 2054

COX COMMUNICATIONS, INC., a Delaware corporation (hereinafter called the "Company," which term includes any successor corporation under the Indenture referred to below), for value received, hereby promises to pay to Cede & Co., or registered assigns, the principal sum of [ ] ($) on September 1, 2054 (the "Maturity Date"), unless previously redeemed, and to pay interest thereon from August 20, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing March 1, 2025 at the rate of 5.950% per annum, until the principal hereof is paid or duly made available for payment. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The interest 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 Note (or one or more predecessor securities) is registered at the close of business on the regular record date for such interest, which shall be February 15 or August 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date. Any such interest which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the registered Holder hereof on the relevant regular record date by virtue of having been such Holder, and may be paid to the Person in whose name this Note (or one or more predecessor securities) is registered at the close of business on a subsequent special record date (which shall be not more than 15 days and not less than 10 days before the payment date) for the payment of such defaulted interest to be fixed by the Trustee, notice whereof shall be given to the Holders of Notes of this series not less than 10 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in such Indenture. If any Interest Payment Date, Redemption Date or the Maturity Date falls on a day that is not a Business Day, the required payment shall be made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or the Maturity Date, as the case may be, to such next Business Day. Payments of principal, premium, if any, and interest hereunder shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall be made immediately available to the Holder (as defined below) hereof.

This Note is one of the duly authorized series of Debt Securities of the Company, designated as the Company's "5.950% Notes due 2054" (the "Notes"), initially limited to an aggregate principal amount of $750,000,000, all issued or to be issued under and pursuant to an Indenture dated as of June 27, 1995 (the "Original Indenture"), as supplemented by the Twenty-Second Supplemental Indenture dated as of August 20, 2024 (the "Twenty-Second Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), duly executed and delivered by the Company and Cox Enterprises, Inc., a Delaware corporation, as guarantor (the "Guarantor"), to The Bank of New York Mellon Trust Company, N.A, as trustee (hereinafter referred to as the "Trustee"), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Trustee, the Company, the Guarantor and the Holders (the words "Holders" or "Holder" meaning the registered holders or registered holder of the Notes).

The Notes and the obligations of the Company thereunder and under the Indenture shall be fully and unconditionally guaranteed on a senior unsecured basis by the Guarantor (the "Guarantee"). The Guarantee will be automatically and unconditionally released and discharged upon the occurrence of certain events without any action required on the part of the Trustee or any Holder in accordance with the terms of the Twenty-Second Supplemental Indenture.

Prior to the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of (i)(a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming this Note matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 30 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Note to be redeemed, plus, in either case, accrued and unpaid interest thereon to the Redemption Date. On or after the Par Call Date, this Note will be redeemable at the option of the Company, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of this Note being redeemed, plus accrued and unpaid interest thereon to the Redemption Date.

"Par Call Date" means March 1, 2054.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following paragraphs.

The Treasury Rate shall be determined by the Company after 4: 15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily) - H. 15" (or any successor designation or publication) (H. 15) under the caption "U.S. government securities-Treasury constant maturities-Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Company shall select, as applicable: (i) the yield for the Treasury constant maturity on H. 15 exactly equal to the period from the Redemption Date to the Par Call Date (the Remaining Life); or (ii) if there is no such Treasury constant maturity on H. 15 exactly equal to the Remaining Life, the two yields - one yield corresponding to the Treasury constant maturity on H. 15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H. 15 immediately longer than the Remaining Life - and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H. 15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H. 15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H. 15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third business day preceding the Redemption Date H. 15 or any successor designation or publication is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company 's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depositary's procedures) at least 10 days but not more than 60 days before the Redemption Date to each holder of notes to be redeemed.

In the case of a partial redemption, selection of this Note for redemption will be made pro rata, by lot or by such other method as the Trustee in its sole discretion deems appropriate and fair. No Note of a principal amount of $2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to this Note will state the portion of the principal amount of this Note to be redeemed. A new note in a principal amount equal to the unredeemed portion of this Note will be issued in the name of the holder of this Note upon surrender for cancellation of this Note. For so long as this Note is held by DTC (or another depositary), the redemption of this Note shall be done in accordance with the policies and procedures of the depositary.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date, interest will cease to accrue on this Note or portions thereof called for redemption.

If money sufficient to pay the Redemption Price and accrued and unpaid interest on the principal amount of this Note to be redeemed on the Redemption Date is deposited with the Trustee or Paying Agent on or before the Redemption Date and certain other conditions specified in the Indenture are satisfied, then on or after such date, interest will cease to accrue on the principal amount of this Note called for redemption.

Any notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent, and if such notice of redemption is conditioned upon the occurrence of one or more conditions precedent, such notice shall state the nature of such conditions precedent.

Except as provided above, this Note is not redeemable by the Company prior t0 maturity.

This Note is not subject to any sinking fund.

Upon the occurrence of a Change of Control Repurchase Event, unless the Company has redeemed this Note or the Company has defeased this Security or satisfied and discharged this Note, the Holder of this Note shall have the right to require that the Company purchase all or a portion (such principal amount to be equal to $2,000 or integral multiples of $1,000 in excess thereof), of this Note at a purchase price in cash in an amount equal to 101% of the principal amount thereof, plus accrued but unpaid interest, if any, to, but not including, the date of purchase. Within 30 days following any Change of Control Repurchase Event, the Company shall deliver a notice to each Holder, in accordance with Section 401(b) of the Twenty-Second Supplemental Indenture, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Notice of any redemption pursuant to the Change of Control Offer will be mailed or delivered electronically at least 15 days but not more than 60 days before the Redemption Date to the Holder hereof in accordance with the Twenty-Second Supplemental Indenture.

In case an Event of Default shall occur and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended with respect to the Notes with the consent of the Holders of at least a majority in principal amount outstanding of the Notes and (ii) any default or noncompliance with any provisions applicable to the Notes may be waived with the consent of the Holders of a majority in principal amount outstanding of the Notes. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes to, among other things, cure any ambiguity, defect or inconsistency, or to provide for the assumption by a successor person of the obligations of the Company under the Indenture, or to add additional covenants or surrender any right or power conferred on the Company, or to establish the form or terms of the Notes of any series, or to appoint a successor Trustee or provide for administration of the trust by more than one Trustee, or to add to, delete from or revise the conditions, limitations, and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of the Notes or to add any additional event of default, or to modify the provisions of the Indenture as shall be necessary to facilitate the defeasance and discharge of the Notes as shall not adversely affect any Holders, or to secure the Notes, or to make provisions with respect to exchange rights of Holders, or to make any change that does not adversely affect the rights of any Holder.

Subject to certain conditions, the Company at any time may terminate some or all of its obligations and the obligations of the Guarantor under the Notes and the Indenture if the Company deposits with the Trustee money or U.S. Government Obligations for the payment of principal, premium, if any, and interest on the Notes to the Maturity Date.

If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent shall pay the money back to the Company at its request unless an abandoned property law designates another Person. After any such payment, Holders entitled to the money must look only to the Company and not to the Trustee for payment.

No reference herein to the Indenture and no provision of this 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 Note at the place, at the respective times, at the rate, and in the coin or currency herein prescribed.

No director, officer, employee or stockholder, as such, of the Company or the Guarantor shall have any liability for any obligations of the Company under this Note or the Indenture or the obligations of the Guarantor under the Indenture, as applicable, or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder, by accepting this Note, waives and releases all such liability. The waiver and release are part of the consideration for the issue of this Note.

This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made or instruments entered into and, in each case, performed in said state.

Ownership of this Note shall be proved by the register for the Notes kept by the Registrar. The Company, the Trustee and any agent of the Company may treat the Person in whose name a Note is registered as the absolute owner thereof for all purposes.

Pursuant to a recommendation promulgated by the Committee on Uniform Securities Identification Procedures ("CUSIP"), the Company has caused a CUSIP number to be printed on this Note and has directed the Trustee to use the CUSIP number as a convenience to Holders. No representation is made as to the correctness of such numbers and reliance may be placed only on the other identification numbers printed on this Note.

Terms used herein without definition that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Unless the Certificate of Authentication hereon has been executed by the Trustee under the Indenture referred to herein by the manual or electronic signature of one of its authorized officers, or on behalf of the Trustee by the manual or electronic signature of an authorized officer of the Trustee's authenticating agent, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of Page Intentionally Left Blank]

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

Date: August 20, 2024

COX COMMUNICATIONS, INC.

By: _____
Name: Perley McBride
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: Charles L. Odom
Title: Vice President and Treasurer

[Signature Page to Global Note]

CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated therein referred to in the within-mentioned Indenture.

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

By: _____
Authorized Signatory

Dated:

[Signature Page to Global Note]

ASSIGNMENT FORM

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

_____

Please insert social security number or other identifying number of assignee:

_____

Please print or type name and address (including zip code) of assignee:

_____
_____
_____
_____

the within Note and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said Note of Cox Communications, Inc. on the books of Cox Communications, Inc. with full power of substitution in the premises.

_____
Dated: _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of this Note in every particular without alteration or enlargement or any change whatsoever. The Signature must be guaranteed by an "eligible guarantor institution meeting the requirements of the Registrar, which requirements include memberships or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934.

EXHIBIT B-1

Transfer Certificate

In connection with a transfer of any of the principal amount of the $_____principal amount of the _____% Notes due 20___ (the "Notes") of Cox Communications, Inc. (the "Company") within the period prior to the expiration of the holding period applicable to the sales thereof under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act") (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to $ principal amount of the above-captioned securities presented or surrendered on the date hereof (the "Surrendered Notes") for registration of transfer, or for exchange where the securities deliverable upon such exchange are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "transfer"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is made to the Company, Cox Enterprises, Inc. or any Subsidiary thereof;

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to a registration statement which has been declared effective under the Securities Act;

☐ The transfer of the Surrendered Notes is pursuant to an offer and sale to a non-U.S. person that occurs outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to it in the jurisdiction in which such purchase is made;

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirements of the Securities Act.

and unless the box below is checked, the undersigned confirms that, to the undersigned's knowledge, such Notes are not being transferred to an "affiliate" of the Company as defined in Rule 144 under the Securities Act (an "Affiliate").

☐ The transferee is an Affiliate of the Company.

DATE: _____ _____

Signature(s)

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

EXHIBIT B-2

Form of Letter to be Delivered by Accredited Investors

Cox Communications, Inc.
6205-B Peachtree Dunwoody Road, NE
Atlanta, Georgia 30328
Attention: Treasurer

The Bank of New York Mellon Trust Company, N.A., as Registrar
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attention: Corporate Trust Office

Dear Sirs: ♦

We are delivering this letter in connection with the proposed transfer of $_____ principal amount of the _% Notes due 20_ (the "Notes") of Cox Communications, Inc. (the "Company").

We hereby confirm that:

(i) we are an "accredited investor" within the meaning of Rule 50l (a)(l), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), or an entity in which all of the equity owners are accredited investors within the meaning of Rule 50 l (a)(l), (2), (3) or (7) of Regulation D under the Securities Act (an "Institutional Accredited Investor");

(ii) (A) the purchase of Notes by us is for our own account or for the account of one or more other Institutional Accredited Investors or as fiduciary for the account of one or more trusts, each of which is an "accredited investor" within the meaning of Rule 50l (a)(7) under the Securities Act and for each of which we exercise sole investment discretion or (B) we are a "bank," within the meaning of Section 3(a)(2) of the Securities Act, or a "savings and loan association" or other institution described in Section 3(a)(5)(A) of the Securities Act that is acquiring Notes as fiduciary for the account of one or more institutions for which we exercise sole investment discretion;

(iii) we will acquire Notes having a minimum principal amount of not less than $ 100,000 for our own account or for any separate account for which we are acting;

(iv) we have such knowledge and experience in financial and business matters that we are capable of evaluating the merits and risks of purchasing Notes; and

(v) we are not acquiring Notes with a view to distribution thereof or with any present intention of offering or selling Notes, except as permitted below; *provided* that the disposition of our property and property of any accounts for which we are acting as fiduciary shall remain at all times within our control.

We understand that the Notes were originally offered and sold in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the Notes have not been registered under the Securities Act, and we agree, on our own behalf and on behalf of each account for which we acquire any Notes, that we will offer, sell or otherwise transfer such Notes, or any beneficial interest therein, prior to the date (the "Resale Restriction Termination Date") that is (a) one year after the latest of (x) the original issue date of the Notes, (y) the original issue date of any Additional Notes (as defined in the indenture governing the Notes) and (z) the last date on which the Issuer or any of its Affiliates were the owner of such Notes (or any predecessor thereof), and (b) such later date, if any, as may be required by applicable laws only:

(1) to the Company or any Subsidiary thereof, or

(2) for as long as the Notes are eligible for resale pursuant to Rule 144A, to a person we reasonably believe is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) that purchases for its own account or for the account of a qualified institutional buyer to which notice is given that the transfer is being made in reliance on Rule 144A, or

(3) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act and in accordance with the laws applicable to us in the jurisdiction in which such purchase is made, or

(4) pursuant to a registration statement which has been declared effective under the Securities Act, or

(5) pursuant to another available exemption from the registration requirements of the Securities Act.

We acknowledge that the Company, others and you will rely upon our confirmations, acknowledgments and agreements set forth herein, and we agree to notify you promptly in writing if any of our representations or warranties herein ceases to be accurate and complete.

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

_____
(Name of Purchaser)

By: _____
Name:
Title:
Address: